# THE VILLAGE OF DEXTER VILLAGE COUNCIL MEETING MONDAY April 24, 2006

Dexter Senior Center, 7720 Dexter Ann Arbor Road

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL: President Seta

J Carson

P Cousins

S Keough

J Semifero

T Walters

D Fisher

- C. APPROVAL OF THE MINUTES
  - Regular Council Meeting Minutes- April 10, 2006

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#### D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5 00 p m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

 2006 Agreement Between Dexter Area Chamber of Commerce And Village of Dexter - Paula Palmer Burns (current agreement attached for reference)

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## E. APPROVAL OF AGENDA:

#### F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

General Code Amendment Chapter 58 – Utilities, Section 39 – Outdoor Water Restrictions

ACTION ITEM: Consideration of: GENERAL CODE AMENDMENT CHAPTER 58-UTILITIES, SECTION 39- OUTDOOR WATER RESTRICTIONS

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#### G. NON-ARRANGED PARTICIPATION:

"This meeting is open to all members of the public under Michigan Open Meetings Act"

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Non-arranged participation will include those in the audience not listed on the agenda that wish to speak At the Village President's discretion, members of the audience may be called on to speak at any time Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

#### H. COMMUNICATIONS:

-NONE-

#### I. REPORTS:

- 1 Community Development Manager-Allison Bishop
  -NOTHING IN PACKET-
- Board and Commission Reports Tree Board – John Coy
- 3. Subcommittee Reports
- Village Manager Report
   Written Report Attached

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5 President's Report

#### J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: \$ 244,565.10

Page# 16 - 23

2. Consideration of: Banner sign permit Ice Cream Social

Page# 24 - 25

#### K. OLD BUSINESS- Consideration and Discussion of:

Discussion of: Request for annexation from Jim Haeussler of Peters Building Company – Update?

'This meeting is open to all members of the public under Michigan Open Meetings Act.

# L. NEW BUSINESS- Consideration and Discussion of:

1 Consideration of: Approving award to construct gazebo in Community Park – AR. Brouwer

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2. Consideration of: Approving Contract terms with AR Brouwer for Design/Build Services for the Department of Public Works Building

Page # 35 - 59

3 Discussion of: Mill Creek Sediment Sampling Plan

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4. Consideration of: Cost Share Agreement Bridge Project

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# M. COUNCIL COMMENTS

# N. NON-ARRANGED PARTICIPATION

Same as item F Those addressing the Council will state their name, and address This section is limited to 5-minutes per participant or 10-minutes for group representatives

## O. ADJOURNMENT:

# Minutes- April 10, 2006 Page 1 of 8

## DEXIER VILLAGE COUNCIL REGULAR MEETING MONDAY, APRIL 10, 2006

AGENDA 4-21.06
17EM C-1

# A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd in Dexter, Michigan

#### B. ROLL CALL:

P. Cousins

S. Keough

J. Semifero

T. Walters

J. Carson

D fisher

J. Seta

## C. APPROVAL OF THE MINUTES

Minutes of the Regular council meeting of March 27, 2006.

Motion Keough, support Cousins to approve the minutes of Regular Council meeting of March 27, 2006 as presented.

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta.

Nays: none Motion carries

# D. PREARRANGED PARTICIPATION

- 1. Undersheriff Herb Mahoney- discuss police services
- 2. 800 mhz enhanced communications ballot initiative update

## E. APPROVAL OF THE AGENDA

Motion Semifero support Carson to approve the agenda as amended to include Item L. 0 under NEW BUSINESS, consideration of: budget amendment for Parks and Recreation to construct a pavilion in Community Park.

Motion Carson, support Fisher to suspend rules to include Item L. 0 under NEW BUSINESS, consideration of: budget amendment for Parks and Recreation to construct a pavilion in Community Park Not to exceed \$50,000

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta.

Nays: none Motion carries

Motion Semifero, support Walters to add the wording "use park endowment funds first" and also complete by the end of September, 2006 to the original motion

Ayes: Walters, Carson, Cousins, Keough, Fisher, Semifero, Seta

Nays: none Motion carries

Original motion

Ayes: Keough, Walters, Fisher, Carson, Cousins, Keough, Seta.

Nays: none Motion carries

#### F. PUBLIC HEARINGS

none

#### G. NON-ARRANGED PARTICIPATION:

None

#### H. COMMUNICATIONS:

- 1 General Courses for all elected officials
- 2 MML letter- March 30,2006
- 3 Comcast-March 25, 2006

## I Reports

- 1 Treasurer/Finance Director- Marie Sherry Financial Reports- Fourth Quarter
- 2. Community Development Manager- Allison Bishop Quarterly Report
- 3 Board and Commission Reports
  - i. Parks Commission-Toni Hankemeyer
- 4. Subcommittee Reports

  Question as to "how often", only when important.
- 5. Village Manager Report

- i. Mrs. Dettling submits her report as per packet.
  Mr. Hanifan sits in for Mrs. Dettling
  Farmer's Market Update, moving along nicely.
- 6 President's Report
  - i. Joint meeting DDA/Village council slated for April 13, 2006.
  - ii. Confirm Scio Township meeting, April 24, 2006 at 4:00 P M.
  - iii. Propose drafting a resolution to the Washtenaw county Rd commission for the May 2<sup>nd</sup> meeting

#### J CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$232,303.69

Motion Fisher, support Carson to approve the consent agenda as presented.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta

Nays: None Motion carries

#### K. OLD BUSINESS-Consideration and Discussion of:

1 Discussion of: Request for annexation from Jim Haeussler of Peters Building Company-Update

#### L. NEW BUSINESS-Consideration of and Discussion of:

0. Consideration of: A budget amendment for the Parks and Recreation Commission to construct a pavilion in Community Park as per vote taken under "APPROVAL OF THE AGENDA"

1 Consideration of: Recommendation from Planning Commission to approve the CONDITIONAL REZONING REQUEST from the Dexter District Library

Motion Semifero, support Cousins to accept the recommendation from Planning Commission regarding the conditional rezoning request from the Dexter District Library as per Item L 1, agenda 4-10-06 taking out 2 "a traffic impact study should be considered as part of the Site plan review and approval," and including 6 "to provide the maximum number of off-street parking spaces given the conditions of these 3 sites."

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta

Nays: none Motion carries

2. Consideration of: Recommendation to accept the "Fund Analysis and Rate Study"

Set a "rate increase" Public Information meeting for May 22,2006

Motion Semifero, support Keough to accept the "Fund Analysis and rate Study" and set a public informational meeting for May 22, 2006

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta

Nays: None Motion carries

3. Consideration of: Recommendation to award the Kensington Street Improvement Project to Mills Excavating at a total bid of \$863,867.98

Motion Cousins, support Semifero to accept the recommendation to award the Kensington St. project bid to Mills Excavating at a total bid of \$863,867.98

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta

Nays: none Motion carries

4. Consideration of: A proposal from Brad Smith to complete the property research for Mill Pond Upstream.

Motion Keough, support Semifero to postpone the discussion of said proposal from Brad Smith re: mill Pond Upstream until first meeting in May

Ayes: Walters, Carson, Cousins, Keough, Fisher, Semifero, Seta.

Nays: None Motion carries

5. Consideration of: Recommendation to award the Cushing Court sidewalk project to Romine Construction at a cost not to exceed \$35,002.00

Motion Fisher, support Semifero, to award the Cushing Court sidewalk project to Romine Construction at a cost not to exceed \$35,002.00

Ayes: Carson, Cousins, Fisher, Keough, Walters, Seta

Nays: Semifero

Motion carries

6 Consideration of: Recommendation to award the sanitary sewer televising bid to Midwest Waterblasting at a cost not to exceed \$18,000 00

Motion Cousins, support Keough to approve the award re: the sanitary sewer televising to Midwest Waterblasting at a cost not to exceed \$18,000.00

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta

Nays: none Motion carries

7 Consideration of: Recommendation to accept the proposal from Williams & Works to complete the 5<sup>th</sup> well search

Motion Semifero, support Walters to accept the proposal from Williams & Work to complete the 5<sup>th</sup> well search.

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta.

Nays: none Motion carries

8. Discussion of: Proposed amendments to the "connection fee" Resolution

Motion Semifero, support Carson to postpone this discussion until the utility committee and staff can meet and form a cohesive opinion regarding the subject

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta.

Nays: none Motion carries

9. Consideration of: Recommendation to amend the Planning and Zoning Fee Schedule

Motion Semifero, support Fisher to approve the recommendation to amend the Planning and Zoning Fee Schedule as per Item L-10, agenda 4-10-06 with the inclusion of provisions for electronic site plan drawings where appropriate

Ayes: Walters, Carson, Cousins, Keough, Fisher, Semifero, Seta

Nays: none Motion carries

10. Consideration of: Recommendation from the Planning Commission to amend the Zoning Ordinance- Article 21, site Plan Review and Approval Motion Cousins, support Fisher to postpone this discussion until Allison Bishop is available to confer with

Page 6 of 8

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta

Nays: none Motion carries

11. Consideration of: Recommendation from the Planning commission to approve a request for a special land use- end of Edison St., commonly known as the First St. Right of Way.

Motion Cousins, support Fisher to approve the recommendation from Planning commission to grant a special land use for End of Edison St.

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta

Nays: none Motion carries

- 12 Discussion of: Recommendation from the Planning Commission to amend various portions of the Zoning Ordinances relating to the Village Commercial, Central Business districts, & Heritage Overlay- GENERAL OVERVIEW AND BACKGROUND NO ACTION
- 13 Consideration of: Recommendation from the Planning Commission to amend the Zoning Ordinance, to create an Article 15C, Heritage Overlay Zoning District.

Motion Semifero, support Carson to approve the Planning Commission recommendation to amend the Zoning Ordinance to create an Article 15C, Heritage Overlay Zoning District

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta,

Nays: none Motion carries

14. Consideration of: Recommendation from the Planning Commission to amend the Zoning Map to include the Heritage Overlay Zoning District as created in Article 15C.

Motion Semifero, support Carson to amend the Zoning Map to include the Heritage Overlay Zoning District as created in Article 15C

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta

Nays: none Motion carries 15. Consideration of: Recommendation from the Planning Commission to amend the Zoning Ordinance, Article 15- Village Commercial District

Motion Cousins, support Walters to amend the Zoning Ordinance, Article 15-Village Commercial District

Ayes: Walters, Carson, Cousins, Keough, Fisher, Semifero, Seta.

Nays: none Motion carries

16 Consideration of: Recommendation from Planning Commission to amend the Zoning Ordinance, Article 15A- Central Business District

Motion Semifero, support Keough to amend the Zoning Ordinance, Article 15A- Central Business District

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta.

Nays: none Motion carries

17. Consideration of: Recommendation to adopt a budget amendment to transfer from Major to Local Street Funds \$31,000.00

Motion Carson, support Fisher to adopt a budget amendment to transfer from Major to Local Street Funds \$31,000.00

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta

Nays: none Motion carries

18. Discussion of: Request from Webster Township, Municipal Services Committee to invite a representative of the Village to their April 20<sup>th</sup> meeting at 7:30 to discuss Village of Dexter water and sewer capacity issues

Motion Carson, support Fisher to nominate Mr. Keough and Mr. Lobdell to attend the Webster Township Municipal Services Committee meeting on April 20<sup>th</sup> at 7:30.

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta.

Nays: none Motion carries

19. Discussion of: 800 MHZ Enhanced Communication Ballot Initiative

Motion Cousins to support the  $800\ \mathrm{MHZ}$  Ballot Initiative Motion fails, no support

#### M. COUNCIL COMMENTS

Walters

No

Carson

need to talk about on/off water days

Fisher

No

Boyle

No

Semifero

Discussion about removing subdivision signs after completion

Basement lot 63 in Westridge, nuisance

Millage 800 MHZ?

Cousins

Rotary art food and wine event, tickets available April 23,2006

Keough

attended Washtenaw county Rd. Comm. meeting

told them that look back clause was not appropriate

appears that Bridge discussion is not progressing as fast as hoped

#### N. NON-ARRRANGED PARTICIPATION

None

#### O. ADJOURNMENT

Motion Semifero, support Fisher to adjourn at 10:00 Unanimous voice vote

Respectfully submitted,

David F. Boyle

Clerk, Village of Dexter

Approved for Filing:

AGENDA 7-24.06 ITEM D-1

#### 2006 AGREEMENT BETWEEN

#### Dexter Area Chamber of Commerce and Village of Dexter

Agreement made and entered into as of this first day of March, 2006, by and between the **Dexter Area Chamber of Commerce**, and Michigan non-profit corporation, the address of which is 8005 Main Street, Dexter; and the **Village of Dexter**, a municipal corporation, the address of which is 8123 Main Street, Dexter.

#### WITNESSETH:

Whereas, the **Dexter Area Chamber of Commerce** is a body organized to promote, market and service prospective new clients; provide service to existing business firms; and provide other services as requested or specified by the **Village** and

Whereas, the Dexter Area Chamber of Commerce desires a long term commitment from the Village of Dexter; and

Whereas, the Village of Dexter recognizes the need for economic development within the area and will benefit from the activities and services rendered by the Dexter Area Chamber of Commerce, and

Whereas, the Village of Dexter is willing to participate in and partially fund the activities of the Dexter Area Chamber of Commerce,

Now therefore, in consideration of the mutual covenants and premises contained herein, it is agreed:

- 1 Scope of Service. The **Dexter Area Chamber of Commerce** agrees to provide the following services to the **Village of Dexter** in accordance with the terms and conditions of this agreement:
  - a) Coordinate services for economic development to eliminate duplication of efforts;
  - b) Provide a continuous communications mechanism between leaders of government and the private sector in addressing economic development needs and concerns;
  - c) Assume, maintain and assist in reorganization if necessary any existing economic development efforts by the Village of Dexter to provide equivalent or better services:
  - d) Handle and coordinate the promotional efforts for the Village of Dexter.

The specific duties of the responsible individuals, the manner of rendition of services, the keeping of accounts, books, reports, and ancillary agreements for the receipt and expenditure of funds and accounting shall be set forth in the **Dexter Area Chamber of Commerce** Operating Procedures, which procedures are incorporated by reference and made a part of this agreement.

- 2 <u>Compensation.</u> The Village of Dexter agrees to pay the Dexter Area Chamber of Commerce an annual sum of Three Thousand (\$3000 00) dollars for the term of this Agreement. The Village of Dexter agrees that the sum set forth above is its contribution to the annual budget for the Dexter Area Chamber of Commerce for the fiscal year of 2006
- 3. <u>Equal Access.</u> The **Dexter Area Chamber of Commerce** shall provide the services without discrimination of the basis of race, color, religion, national origin, sex, sexual preference, marital status, handicap, or age

- 4 <u>Terms.</u> This Agreement shall commence on March 1, 2006and terminate at the close of February 28, 2007. However, it is contemplated that this Agreement shall be renewed by the parties indefinitely from year to year and that the **Dexter Area Chamber of Commerce** has planned, programmed, and prepared preliminary budgets for three (3) years from the date of this Agreement in reliance upon the anticipated renewal of the Agreement. In the event either party elects not to renew this Agreement, such party shall give written notice to the other party at least ninety (90) days prior to this termination or to the expiration date of this Agreement, whichever is sooner to occur; provided, however that the **Village of Dexter** shall fund the **Dexter Area Chamber of Commerce** program activities at least ninety (90) days from such notice or to the expiration date, whichever is greater, regardless of the date of termination
- 5 Reports, Records and Accounts. The Dexter Area Chamber of Commerce shall prepare an annual report giving an accounting of the funds expended under this Agreement and the services rendered by the Dexter Area Chamber of Commerce during the terms of this Agreement. The Dexter Area Chamber of Commerce shall maintain records and accounts, including property, personnel and financial records, to assure a proper accounting for all funds. These records shall be made available for audit purposes to the Village of Dexter or its representatives at all reasonable times, and copies thereof shall be furnished upon request at no cost to the Village of Dexter. Such records and accounts shall be retained for three (3) years or longer if required by law after the expiration of the Agreement unless permission to dispose of them prior to expiration of such period is granted to the Dexter Area Chamber of Commerce by the Village of Dexter.
- 6 Equal Employment Opportunity. The Dexter Area Chamber of Commerce shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, or marital status (except insofar as it relates to a bona fide occupational qualification reasonably necessary to the normal operations of the business)
- 7 <u>Default</u> This Agreement may be terminated by either party upon the default of the other in the performance of the failure to perform the terms and conditions of this Agreement; provided, that the party claiming default shall give the defaulting party written notice of the default and ninety (90) days within which to cure such fault. In the event that this Agreement is terminated, and monies advanced by one or the other shall be refunded, with the amount of such refund being pro-rated based upon a 365 day year.
- 8. Extent of Agreement. This Agreement represents the entire contract between the Village of Dexter and the Dexter Area Chamber of Commerce and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Village of Dexter and the Dexter Area Chamber of Commerce.
- 9 <u>Independent Contractor</u>. The relationship of the **Dexter Area Chamber of Commerce** to the **Village of Dexter** is and shall continue to be that of an independent contractor and no liability or benefits such as workers compensation, pension rights or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this contract
- 10. Waiver of Liability. The Dexter Area Chamber of Commerce waives any claim against the Village of Dexter, and agrees not the hold the Village of Dexter liable for any personal injury or property damage incurred by the Dexter Area Chamber of Commerce or by its employees, agents, and/or associates which is not held by a court of competent jurisdiction to be solely and directly attributable to the negligence or intentional conduct of the Village of Dexter or any employee of the Village of Dexter acting within the scope of their employment. The Dexter Area Chamber of Commerce further agrees to hold the Village of Dexter harmless from any such claim brought by or on behalf of any associate, employee and/or agent of the Dexter Area Chamber of Commerce.
- 11. <u>Indemnity.</u> The **Dexter Area Chamber of Commerce** agrees to indemnify, defend, and hold the **Village of Dexter** harmless against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses which may be imposed and incurred by, or asserted against the **Village of Dexter** by reason of:

- a) Any negligent or torturous acts, error, or omission of the **Dexter Area Chamber** of Commerce or any of its associates, employees and/or agents; and/or—
- b.) Any failure by the **Dexter Area Chamber of Commerce** or any of its associates, employees and/or agents to perform its/their implied and/or express obligations under this Agreement

IN WITNESS WHEREOF, the parties have hereto executed the above	nis agreement	on the day and year v	vritten
Village of Dexter			
Jim Seta, President	·	Date	
Dave Boyle, Clerk		Date	
Dexter Area Chamber of Commerce			
	·		
Paula Palmer Rums President		Date	

4-24-06
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#### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Dexter Village Council will hold a public hearing Monday, April 24, 2006 at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter-Ann Arbor Street, Dexter, Michigan for the purpose of hearing public comment regarding: a proposed General Code Ordinance Amendment- Chapter 58 Utilities, Section 39 **OUTDOOR WATER RESTRICTIONS**. This Ordinance repeals all other ordinances and parts of the ordinances in conflict therewith.

The entire text of the Ordinance amendment is printed below. This Ordinance is also available at the Village Office, located on the second floor of the National City Bank Building 8123 Main Street, Dexter MI weekdays between 9:00 am and 5:00 pm.

Donna Dettling, Village Manager Dexter, MI 48130

Sec. 58-39 Water Restrictions

- (a) It has been determined by the Manager and the Supervisor of Public Services that permanent water restrictions are essential to accommodate the demand for water in the Village. The firm capacity of the source of the village's water system is very near the existing system demand. The firm capacity of the high service pumps has already been surpassed. The following regulations shall apply in the Village at all times, for all properties connected to the Village water system: Sprinkling of lawns and landscaping and all outdoor water use shall only be allowed for properties with even-numbered addresses on even-numbered dates within a month and for properties with odd-numbered addresses on odd-numbered dates within a month.
- (b) Whenever the Manager and or the Supervisor of Public Services determines that provisions in subsection (a) are not sufficient, or conditions within the water system of the Village are likely to endanger the general welfare of the Village, or as deemed necessary by the Michigan Department of Environmental Quality, the following emergency regulations shall apply in the Village for all properties connected to the

Village water system: Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed. Emergency water bans on outdoor water use shall be posted at the Village Office and publicly announced by means of broadcasts or telecasts by the stations with normal operating range covering the Village. Public announcements lifting the ban on outdoor water use shall be made.

- (c) The Village shall recognize a grace period of 3-months from the effective date to allow for education and multiple publications of the mandatory water restrictions imposed by this ordinance. Violations identified during the grace period will be issued enforcement warnings. The grace period will not apply to violations issued during emergency water bans on outdoor water use.
- (d) Any person, firm or corporation violating any provision of this ordinance shall be deemed responsible for a civil infraction and will pay a fine of five hundred dollars (\$500.00) for each violation.
- (e) It shall be the responsibility of the Village to enforce this ordinance.
- (f) Mandatory odd/even watering schedules will be implemented, as well as an aggressive public education effort in an attempt to impact peak water usage and establish constant water usage throughout the system

## GENERAL CODE AMENDMENT CHAPTER 58 UTILITIES, SECTION 39 WATER RESTRICTIONS ORDINANCE # -2006

by:	and Seconded by:	
(a)	It has been determined by the Manager and the Supervater restrictions are essential to accommodate the capacity of the source of the village's water system. The firm capacity of the high service pumps has already at all apply in the Village at all times, it water system. Sprinkling of lawns and landscaping allowed for properties with even-numbered addresses and for properties with odd-numbered addresses or	demand for water in the Village The firm is very near the existing system demand eady been surpassed. The following for all properties connected to the Village and all outdoor water use shall only be seen even-numbered dates within a month
	Whenever the Manager and or the Supervisor of Pusubsection (a) are not sufficient, or conditions with to endanger the general welfare of the Village, or as Department of Environmental Quality, the followin Village for all properties connected to the Village water use shall not be water use shall be posted at the Village Office and por telecasts by the stations with normal operating rannouncements lifting the ban on outdoor water use	n the water system of the Village are likely deemed necessary by the Michigan g emergency regulations shall apply in the vater system: Sprinkling of lawns and allowed Emergency water bans on outdoor publicly announced by means of broadcasts ange covering the Village. Public
	The Village shall recognize a grace period of 3-more ducation and multiple publications of the mandate ordinance. Violations identified during the grace p. The grace period will not apply to violations issued water use.	ry water restrictions imposed by this eriod will be issued enforcement warnings.
(d)	Any person, firm or corporation violating any proving responsible for a civil infraction and will be respon (\$500.00) for each violation	sion of this ordinance shall be deemed sible to pay a fine of five hundred dollars
(e)	It shall be the responsibility of the Village to enforce	ee this ordinance.
	Mandatory odd/even watering schedules will be in education effort in an attempt to impact peak water throughout the system	nplemented, as well as an aggressive public usage and establish constant water usage
Ayes: Nayes		en e
	ORDINANCE WAS ADOPTED ON PUBLICATION.	AND IS EFFECTIVE

Publication Date:

Adoption Date:

jhanifan@villageofdexter.org

### VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

мемо

To: President Seta and Council Members
From: John Hanifan, Assistant Village Manager

Date: April 24, 2006 Re: VM Report

1 Meeting/Activity Review:

• April 12<sup>th</sup> – Met with OHM and DEQ to discuss SRF funding and grant application process

 April 12<sup>th</sup> - Met with AR Brouwer, Ludwig Associates and Kurt Augustine To discuss DPW building

• April 13<sup>th</sup> – DDA meeting

April 13<sup>th</sup> – Meeting to discuss parking with Michael Hastings, DISS LLC (possible tenant at Monument Park building)

• April 13<sup>th</sup> – Eric Petrovskis, Geosyntec Engineers

 April 17<sup>th</sup> – Public Meeting with OHM, Ed Lobdell, Mills Construction and residents on Kensington, Grand and Wall Court

• April 18<sup>th</sup> – BHD meeting with Carson, Keough, OHM and A. Bishop

• April 18<sup>th</sup>- meeting with Paul Ganz –DTE

• April 18th - meeting with Sandi Kasha, Dexter Leader

- 2. <u>DTE Electrical Service interruption</u>. DTE needs to power down electrical service, tentatively set for Sunday, April 30 at 6 am and 7 am to make system improvements.
- 3 <u>Farmer's Market Update</u>. Vendors continue to sign up Construction is wrapping up Still looking at May 6 as opening day.
- 4 <u>DPW building project</u>: Conditional Rezoning and site plan scheduled for June Planning Commission meeting Basic block diagramming and site planning are nearly complete.
- 5 <u>DDA Development Plan:</u> Process is moving forward but not as fast as we would like. A preliminary design plan was presented at the last meeting that the group generally agreed with Still need to define the revised DDA boundary and TIF plan to fund projects resulting from Development Plan.

SUMMARY OF BILLS A	24-Apr-u6		
Payroll Check Register	04/12/06	\$31,652.83 <b>\$31,652.83</b>	Bi-weekly payroll processing GROSS PAYROLL TOTAL
Account Payable Check Register	04/25/06	\$212,912.27	
		\$244,565,10	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	Comments
			` .
ALL PAYABLES ARE WITH DETAIL VENDOR LIST AN			
"This is the summary report that v all funds will be necessary."	vill be provided	d with each pac	ket. Approval of the total bills and payroll expended,

illage of Dexter

Date: 04/18/2006 Time: 2:19pm
Page: 1

endor Name	Vendor Number	Description	Check Amount	Hand Check Amount
CI FINANCE INC.	AMER FINAN	SEWER FUND ANALYSIS & RATE STU	12,500.00	000
LEXANDER CHEMICAL CORPORATION	ALEXANDER	credit	68020	000
NN ARBOR LANDSCAPING INC.	LANDSCAPIN	30 TREES	6,810.00	0.00
T&T	AT&T	MAR 8-APR. 7	32.87	0.00
LUE CARE NETWORK OF MICHIGAN	BLUE CARE	CREDIT	16,895 17	000
OULLION SALES	BOULLION	ELBOW FITTING	23 .97	000
S&A SOFTWARE	BS&A SOFTW	EQAULIZER PDR WEB SYSTEM	2,000.00	0.00
INTAS CORPORATION	CINTAS	uniforms	662 50	000
OMMERCIAL BILLING SERVICE	COMERC BIL	•	836.11	000
ORRIGAN OIL COMPANY	CORRIGAN O	NO LEAD GASOLINE	1,716.45	0.00
ENTAL NETWORK OF AMERICA	DENTAL NET	PLAN F23 FAMILY	233 40	0.00
ETROIT AIR COMPRESSOR COMPANY	DET AIR CO	LABOR, GAS, TRUCK CHARGE	1,138.40	0.00
EXTER AREA FIRE DEPARTMENT	DAFD	SECOND QUARTER	81,776.00	000
EXTER LEADER	DEX LEADER	2 YR SUBSCRIPTION	6000	000
TE ENERGY	DET EDISON	3219 953 0006 8	41.41	000
AGLEBROOK, INC.	EAGLEBROOK	FERRIC CHLORIDE	2,335.08	000
TNA SUPPLY CO	ETNA SUPPL	510R SINGLE PORT	6,691.00	000
ADALETO, RAMSBY & ASSOCIATES	FORT DEARB	period 05-01-06 to 06-01-06	27500	000
ACH COMPANY	HACH CO	BOD NUTRIENT BUFFER	155.20	000
ERITAGE NEWSPAPERS	HERITAGE N	CREDIT DOUBLE PAYMENT	39600	000
ANIER WORLDWIDE, INC.	LANIER	LANIER COPIER	28314	0.00
ARRY'S MOWER SHOP, INC.	LARRYS MOW	CHAIN	9531	0.00
ASALLE NATIONAL BANK	LASALLE	LIMITED TAX G O. NOTE	38,333.17	0.00-
AYNE-NORTHERN	LAYNE-NORT	SERVICE TO HS PUMP #2	6,000.87	000
ESSORS WELDING SUPPLY	LESSORS	ACETYLENE, OXYGEN	11 .85	0.00
DWARD A. LOBDELL	LOBDELL/ED	MILEAGE REIMBURSEMENT	305 90	0.00
OWE'S BUSINESS ACCOUNT	LOWE S	2X4X96"	168 38	0.00
ICHIGAN MUNICIPAL LEAGE	MICH UNEMP	QUARTER ENDING 03/31/06	24501	0.00
ATURE SERVICES, INC.	NATURE	TREE WORK ON THIRD ST.	1,650.00	0.00
EXTEL COMMUNICATIONS	NEXTEL COM	CELULAR SERVICES	534 96	0.00
RINT-TECH, INC.	PRINT TECH	MAILING SERVICE	99819	0.00
.F. STRONG	SF STRONG	C-FOLD, LINERS,	942.58	0.00
IAPLES BUSINESS ADVANTAGE	STAPLES OF		181.41	0.00
ECH RESOURCES, INC.	TECH RESOU	ON-SITE TECHNICIAN	190.00	0.00
IS PROGRAMMABLE SERVICES INC	UIS PROGRA	WWIP SERVICE	412.00	0.00
ARSITY FORD	VARSITY FO	REPAIR 97 FORD TRUCK	3,738,56	0.00
ASHTENAW COUNTY TREASURER	W CTY TREA	DELINQUENT TAX PENALTY	23,562 18	. 000
		SEWER FUND ANALYSIS & RATE STU  Credit 30 TREES  MAR 8-APR 7  CREDIT  ELBOW FITTING  EQAULIZER PDR WEB SYSTEM  UNIFORMS  NO LEAD GASOLINE  PLAN F23 FAMILY  LABOR, GAS, TRUCK CHARGE  SECOND QUARTER  2 YR SUBSCRIPTION  3219 953 0006 8  FERRIC CHLORIDE  510R SINGLE PORT  Period 05-01-06 to 06-01-06  BOD NUTRIENT BUFFER  CREDIT DOUBLE PAYMENT  LANIER COPIER  CHAIN  LIMITED TAX G O. NOTE  SERVICE TO HS PUMP #2  ACETYLENE, OXYGEN  MILEAGE REIMBURSEMENT  ZX4X96"  QUARTER ENDING 03/31/06  TREE WORK ON THIRD ST.  CELULAR SERVICES  MAILING SERVICE  C-FOLD, LINERS,  ON-SITE TECHNICIAN  WWIP SERVICE  REPAIR 97 FORD TRUCK  DELINQUENT TAX PENALTY  Grand Total:	212,912.27	000

#### WRAPUP A/P CHECKS

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Credit Amount		GL #	Description	Posting Date	 E#
53,920.45	53,920.45	· · · · · · · · · · · · · · · · · · ·	SUMMARY FOR ccounts Payable	04/18/2006 Decrease Acc	64
20,935.67	20,935.67	CHECK RUN and Cash in each Fund: 591-000.000-202.000 591-000.000-001.000	SUMMARY FOR ccounts Payable	04/18/2006 Decrease Acc	65
1,150.10	1,150-10	CHECK RUN and Cash in each Fund: 202-000.000-202.000 202-000.000-001.000	SUMMARY FOR ccounts Payable	04/18/2006 Decrease Acc	66
28935	289.35	CHECK RUN and Cash in each Fund: 203-000.000-202.000 203-000.000-001.000	SUMMARY FOR ccounts Payable	04/18/2006 Decrease Acc	67
212,912.27	212,912.27	CHECK RUN and Cash in Clearing Fund: 101-000.000-202.000 101-000.000-001.000	SUMMARY FOR Eccounts Payable	04/18/2006 Decrease Ac	68
76,29557	tal \$ owed: 76,295.57	CHECK RUN and Cash in Clearing Fund for to 101-000.000-001.000 101-000.000-202.000	S SUMMARY FOR Accounts Payable	04/18/2006 Increase Ac	69
365,503.41	365,503.41	Grand Total:			

#### INVOICE APPROVAL LIST BY FUND

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und Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Abbrev	Ínvoice Description	Number	Number	Date	Amount
und: General Fund					,	
Dept: Village Council 101-101.000-901.000	Printing &	PRINT-TECH, INC.	.0		04/17/2006	998 19
101101.000-901.000	Printing &	MAILING SERVICE HERITAGE NEWSPAPERS	0	171576	04/18/2006	45.00
101-101 000-901 000	Printing &	PARKS AND REC HERITAGE NEWSPAPERS	0	1845733 X1339161	04/18/2006	-40 .50
		CREDIT DOUBLE PAYMENT			a	1,002 69
Dept: Village Manager				Total Village (		
101-172.000-721.000	Health & L	DENTAL NETWORK OF AMERICA PLAN F23 FAMILY	0	107484	04/17/2006	116.70
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE	0	060970001283	04/18/2006	1,008.40
101-172.000-721000	Health & L	GADALETO, RAMSBY & ASSOCIATES period 05-01-06 to 06-01-06	0	04/13/06	04/18/2006	50.00
				Total Village	Manager	1,175 10
Dept: Village Treasurer 101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		04/18/2006	1,008 40
		HEALTH COVERAGE	0	060970001283	04/18/2006	12.50
101-253.000-721000	Health & L	GADALETO, RAMSBY & ASSOCIATES period 05-01-06 to 06-01-06		04/13/06		2,000.00
101-253 000-902.000	ľax Bíll P	BS&A SOFTWARE EQAULIZER PDR WEB SYSTEM	0	037454	04/17/2006	
101-253.000-955.000	Miscellane	WASHTENAW COUNTY TREASURER DELINQUENT TAX PENALTY	0	HD-08-05-335+0	04/18/2006 132	19059
				Total Village	Treasurer	3,211.49
Dept: Buildings & Grounds 101~265.000-727.000	Office Sup	S.F. STRONG	0		04/18/2006	22.80
101-265000-727000	Office Sup	C-FOLD, LINERS, STAPLES BUSINESS ADVANIAGE	0	118560	04/18/2006	-2275
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	. 0	3067961014	04/18/2006	5.23
	-		0	3067961015	04/18/2006	32 .06
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE		3067961016		108.69
101-265 000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	0	3067961017	04/18/2006	
101-265.000-920.001	Ielephones	NEXTEL COMMUNICATIONS CELULAR SERVICES	0	593543512-049	04/18/2006	157.30
101-265 000-935 000	Bldg Maint	CINTAS CORPORATION VILLAGE OFFICE	0	30013701	04/17/2006	37 70
101-265:000-935:000	Bldg Maint	CINTAS CORPORATION	0		04/17/2006	37.70
101-265000-936000	Equip Serv	VILLAGE OFFICE LANIER WORLDWIDE, INC.	0	300126044	04/18/2006	283.14
101-265 000-977 000	Equipment	LANIER COPIER TECH RESOURCES, INC. ON-SITE TECHNICIAN	0	84840828 4811	04/18/2006	190.00
		OR OTTH INCIMACIAN		Total Buildin	as & Grounds	851.87
Dept: Village Tree Program			0	total narrang	04/17/2006	6,810 00
101-285 000-731 002	Tree Repla	ANN ARBOR LANDSCAPING INC. 30 TREES	_	3059		·
101-285.000-803.000	Contracted	NATURE SERVICES, INC. TREE WORK ON THIRD SI.	0	1865	04/18/2006	1,650.00
				Iotal Village	Tree Program	8,460.00
Dept: Law Enforcement 101-301.000-803.000	Contracted		0		04/18/2006	23, 371, 59
101-301.000-935.000	Bldg Maint	APRIL 06' LAW ENFORCEMENT CINTAS CORPORATION	0	13343	04/17/2006	3551
101-301.000-935.000	Bldg Maint	SUBSTATION	0	300137293	04/17/2006	35 ,51
70T-20#"000. 829 '000	Sand Harme	SUBSTAION		300126036		
Dank, Film- Remarks and				Total Law Enf	forcement	23, 442 . 61
Dept: Fire Department 101-336.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE	0	060970001283	04/18/2006	5,065 69 <b>F</b>

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ind Department		Vendor Name	Check Number	Invoice Number	Due Date	Amount
secount	Abbrev	Invoice Description	Number	Markost		
ınd: General Fund						
Dept: Fire Department 101-336:000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN CREDIT	0		04/18/2006	-224 -63
L01-336000-721000	Health & L	GADALETO, RANSBY & ASSOCIATES	0	04/13/06	04/18/2006	7500
101-336000-803000	Contracted	period 05-01-06 to 05-01-06 DEXTER AREA FIRE DEPARTMENT SECOND QUARTER	0	04/13/06	04/17/2006	81,77600
		CONTROLLE CONTROLLE	•	Fotal Fire Dep	artment	86,692.06
Dept: Planning Department 101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	. 0		04/18/2006	887.44
101-400 .000-721 .000	Health & L	HEALTH COVERAGE GADALETO, RAMSBY & ASSOCIATES	0	060970001283	04/18/2006	1250
101-400.000-727.000	Office Sup	period 05-01-06 to 06-01-06	0	04/13/06	04/18/2006	5818
	Printing &	OFFICE SUPLIES HERITAGE NEWSPAPERS	0	3067961013	04/18/2006	391 .50
101-400.000-901.000	rimeing a	FIRE CODE		1846640		
				Total Planning	Department	1,349 62
Dept: Department of Public Wor 101-441.000-721.000	rks Health & L		0	060970001283	04/18/2006	625 .21
101-441 000-721.000	Health & L	HEALTH COVERAGE GADALETO, RAMSBY & ASSOCIATES	0		04/18/2006	15.50
101441000-740000	Operating	period 05-01-06 to 06-01-06 S.F. STRONG	0	04/13/06	04/18/2006	65 40
101-441 .000-740 .000	Operating	C-FOLD, LINERS, LESSORS WELDING SUPPLY	0	118560	04/18/2006	11 85
101-441 .000-745 .000	Uniform Al	ACETYLENE, OXYGEN CINTAS CORPORATION	0	145298	04/17/2006	56 95
101-441.000-745.000	Uniform Al	DPW CINTAS CORPORATION	0	300123172	04/17/2006	56.95
101-441 000-745 000	Uniform Al	DPW CINTAS CORPORALION	0	300128825	04/17/2006	56.95
101-441.000-745000	Uniform Al	DPW CINTAS CORPORATION	0	300140036	04/18/2006	56.95
101-441.000-751.000	Gasoline €	uniforms CORRIGAN OIL COMPANY	0	3001344442	04/17/2006	99213
101-441.000-802.000	Profession	LOW SULFER DIESEL VARSITY FORD	0	776415	04/18/2006	3,738 56
101-441 .000-920 .001	Telephones	REPAIR 97 FORD TRUCK	0	FOCS273704	04/18/2006	( 157.30
101-441.000-939.000	Vehicle Ma	CELULAR SERVICES	0	593543512-049	04/18/2006	7.03
		power spray COMMERCIAL BILLING SERVICE	0	03/31/06	04/18/2006	829.08
101-441 .000-939 .000	Vehicle Ma		0	574874	04/18/2006	1672
101-441.000-939.000	Vehicle Ma	HOOK WELD	0	138213	04/18/2006	725
101-441,000-939,000	venicie ma	ELBOW FITTING	v	138199	,	/
				Total Depart	ment of Public Works	6,69383
Dept: Downtown Public Works 101-442.000-740.000	Operating		0	110708	04/18/2006	74928
101-442 000-740 000	Operating	CALCIUM CHLORIDE S.F. STRONG	0	118734 118560	04/18/2006	10510
•		C-FOLD, LINERS,			wn Public Works	85438
Dept: Solid Waste	Operating	LOWE'S BUSINESS ACCOUNT	0		04/17/2006	168.38
101-528.000-740.000		2X4X96" LARRY'S MOWER SHOP, INC	0	04/17/06	04/18/2006	95 .31
101-528 .000-740 .000	operating	CHAIN	Ū	202753	•	
				Total Solid	Waste	26369
Dept: Parks & Recreation 101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE	0	060970001283	04/18/2006	100.84
D00		MEURIN COADINGO				

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#### INVOICE APPROVAL LIST BY FUND

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und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: General Fund Dept: Parks & Recreation 101-751 000-721 000	Health & L	GADALETO, RAMSBY & ASSOCIATES period 05-01-06 to 06-01-06	0	04/13/06	04/18/2006	250
				Total Parks &	Recreation	103.34
Dept: Insurance & Bonds 101-851 000-719 000	Unemployme	MICHIGAN MUNICIPAL LEAGE	0		04/17/2006	245.01
101-851.000-721.001	Retiree He	QUARTER ENDING 03/31/06 BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE	0	04/17/06 060970001283	04/18/2006	2,271 01
				Total Insuranc	e & Bonds	2,516.02
					Fund Total	136, 616 . 70
Fund: Major Streets Fund Dept: Routine Maintenance 202-463.000-721.000 202-463.000-721.000		DENIAL NETWORK OF AMERICA PLAN F23 FAMILY BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE GADALETO, RAMSBY & ASSOCIATES Deriod 05-01-06 to 06-01-06	0 0 0	107484 060970001283 04/13/06	04/17/2006 04/18/2006 04/18/2006	11670 524.37 13.00
		F		Total Routine	Maintenance	654.07
Dept: Traffic Services 202-474 000-721 000	Health & L		. 0	060970001283	04/18/2006	161 .34
202-474.000-721 000	Health & L	HEALTH COVERAGE  GADALETO, RAMSBY & ASSOCIATES  period 05-01-06 to 06-01-06	0	04/13/06	04/18/2006	400
				Total Traffic	Services	165.34
Dept: Winter Maintenance 202-478 000-721 000	Health & L		0	060970001283	04/18/2006	322.69
202-478.000-721.000	Health & L	HEALTH COVERAGE GADALETO, RAMSBY & ASSOCIATES period 05-01-06 to 06-01-06	. 0	04/13/06	04/18/2006	8 .00
		•		Total Winter	Maintenance	330.69
					Fund Total	1,150.10
Fund: Local Streets Fund Dept: Routine Maintenance 203-463.000-721.000	Health & L Health & L	HEALTH COVERAGE	0	060970001283	04/18/2006	161.34 4.00
		period 05-01-06 to 06-01-06	* *	04/13/06		165.34
Dept: Traffic Services				Total Routin	e Maintenance	
203-474 000-721 000	Health & L	HEALTH COVERAGE	0	060970001283		1.00
203-474 000-721 000	Health & L			04/13/06	04/18/2006	
				Total Traffi	c Services	41 . 34
Dept: Winter Maintenance 203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0	060970001283	04/18/2006	80.67
203-478.000-721.000	Health & L	HEALTH COVERAGE GADALETO, RAMSBY & ASSOCIATES period 05-01-06 to 06-01-06	0	04/13/06	04/18/2006	2.00
				Total Winter	Maintenance	82.67
					Fund Total	1 289.35
Fund: Sewer Enterprise Fund Dept: Sewer Utilities Depar 590-548.000-721.000	tment Health & I	BLUE CARE NETWORK OF MICHIGAN	0		04/18/2006	3,889.65
040-121-000	wenten a r	HEALIH COVERAGE		060970001283	3	

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und Department	GL Number	Vendor Name Invoice Description	Check Number	Invoice Number	Due . Date	Amount
Account	Abbrev	Invoice bescription				
und: Sewer Enterprise Fund Dept: Sewer Utilities Departmen	nt				/ [0.00]	45.00
590-548.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES period 05-01-06 to 06-01-06	0	04/13/06	04/18/2006	45 00
590-548.000-740000	Operating	DEXTER LEADER	0	04/18/06	04/18/2006	60.00
590-548.000-742.000	Chem Plant	2 YR SUBSCRIPTION ALEXANDER CHEMICAL CORPORATION	0		04/18/2006	1,100.20
590-548.000-742000	Chem Plant	chemicals ALEXANDER CHEMICAL CORPORATION	0	0360366	04/18/2006	-420 00
590~548 000-742.000	Chem Plant	credit EAGLEBROOK, INC	0	0360367 176748	04/18/2006	2,335 08
590-548.000-743.000	Chem Iab	FERRIC CHLORIDE HACH COMPANY	0	4663163	04/18/2006	155.20
590-548000-745 000	Uniform Al	BOD NUTRIENT BUFFER CINTAS CORPORATION	0	300123173	04/17/2006	3893
590-548.000-745.000	Uniform Al	WATER PLANT CINTAS CORPORATION	0		04/17/2006	38.93
590-548000-745.000	Uniform Al	WATER PLANT CINTAS CORPORATION	0	300128826	04/17/2006	38 93
590-548.000-745.000	Uniform Al	WATER PLANT CINTAS CORPORATION	0	300134443	04/17/2006	33.93
590-548000-751.000	Gasoline &	WATER PLANT CORRIGAN OIL COMPANY	0	300140037	04/17/2006	724.32
590-548 000-802 000	Profession	NO LEAD GASOLINE ACI FINANCE INC	0	776416	04/17/2006	6,250 00
590-548.000-802000	Profession	SEWER FUND ANALYSIS & RATE STU DETROIT AIR COMPRESSOR COMPANY	0	04/14/06	04/18/2006	1,138.40
590-548 000-920 000	Utilities	LABOR, GAS, TRUCK CHARGE AT&T	0	1059346-01	04/18/2006	32.87
590-548.000-920.001	Telephones	MAR 8-APR. 7 NEXTEL COMMUNICATIONS	0	73442414504	04/18/2006	125 .84
	-	CELULAR SERVICES		593543512-049		35 507 00
Dept: Long-Term Debt				Total Sewer Ut	ilities Department	15,587.28
590-850 000-977 002	Screw Pump	LASALLE NATIONAL BANK LIMITED TAX G.O. NOTE	0	403976	04/18/2006	38,333.17
				Total Long-Ter	m Debt	38,333.17
					Fund Total	53,920.45
The state of the s						
Fund: Water Enterprise Fund Dept: Water Utilities Departm	ent		0		04/18/2006	972 41
591-556.000-721.000	Health & L	HEALIH COVERAGE	0	060970001283		30.00
591-556000-721000	Health & L	GADALETO, RAMSBY & ASSOCIATES period 05-01-06 to 06-01-06	0	04/13/06	04/18/2006	
591-556 000-745.000	Uniform Al		0	300123173	04/17/2006	33 .14
591-556.000-745000	Uniform Al	CINTAS CORPORATION WATER PLANT	0	300128826	04/17/2006	3314
591-556 000-745 000	Uniform Al	CINTAS CORPORATION WATER PLANT	0	300134443	04/17/2006	33.14
591-556.000-745.000	Uniform Al		0	300140037	04/17/2006	38 .14
591-556.000-802.000	Profession		0	04/14/06	04/17/2006	6,250.00
591-556 000-802 000	Profession		0	10544074	04/18/2006	6,000.87
591-556.000-802 000	Profession		0	5301951	04/18/2006	412.00
591-556,000-861,000	Iravel & M		0	04/18/06	04/18/2006	305.90
591-556.000-920.000	Utilities	DTE ENERGY 3219 953 0006 8	0	04/28/06	04/18/2006	41 . 41
591-556 000-920 001	Telephones		0	593543512-049	04/18/2006	9452
591-556 000-977.000	Equipment	ETNA SUPPLY CO DUAL PORTS, CONNECTORS	0	1213556	04/18/2006	5,056.00
591-556,000-977.000 <b>P22</b>	Equipment	ETNA SUPPLY CO	0	1219904-01	04/18/2006	135.00
F 4 4		GEL CAP CONNECTORS		1227701 01		

#### INVOICE APPROVAL LIST BY FUND

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und Department Account	GL Number Abbrév	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: Water Enterprise Fund Dept: Water Utilities Department 591-556.000-977.000	t Equipment	ETNA SUPPLY CO 510R SINGLE PORT	0	1221686	04/18/2006	1,500.00
				Total Water	Utilities Department	20,935 67
					Fund Total	20,935.67
					Grand Total	212,912.27

AGENDA 4-24-06
Do not purchase banner until the approval process is complete. [4] 3-2
Name & Address of Organization: DA⊆⊂
8005 Main St. Dexter
Not-For-Profit ID# (if applicable):
Contact Individual and Phone#: CAROI JONES 426-0887
Banner Content (Exactly as shown on the banner):
Ice Cream Social - June 3
(attach diagram/proof/mock-up if available)
Specific Date (s) requested (10 day maximum):
From May 22 To: June 3
Applicant must provide all requirements 30 days prior to dates requested.  Completed 2-Page Banner Permit  Certificate of Liability Insurance (Specific to requirements, Page 1, Section 5)
Forward requirements in full to the: Dexter Area Chamber of Commerce 8005 Main Street
Dexter, MI 48130
Telephone (734) 426-0887  Do not write below this line
DEXTER AREA CHAMBER OF COMERCE RECOMMENDATION:
5 // )/)
Name/Title: Preserve   Preserve   Signature: Preserve   Preserve
VILLAGE OF DEXTER APPROVAL:
Date of Village Council Approval (if required):
Village Manager: Date;
Receipt of Permit Fee \$200
Banner meets Banner Specification
Copies: Applicant/Village Manager/Dexter Chamber of Commerce
2/27/2006 Page 2 of 2

# Village of Dexter

Banner Permit Specifications and Instructions for Application:

Please follow these instructions carefully and diligently, as neither the Dexter Chamber of Commerce nor the Village of Dexter can be held liable for errors made in the application process that cold delay approval

The Dexter Area Chamber of Commerce is the initial contact for reserving dates to hang a banner across Main Street in the Village of Dexter on the DDA Banner Poles. Approval must be initiated by submitting this form to the DACC. The intent of the banner must be the announcement of a community event for nonprofit/charitable groups including civic groups, such as Chamber of commerce, service clubs, churches, and similar groups. Recommendation by the DACC will be given if the content of the banner and the purpose of the spensoring organization fall under the by-laws and mission of the DACC. The permit will then be forwarded to the Village of Dexter. Manager for determination on whether Village Council approval will be required. Neither the DACC nor the Village of Dexter will be liable if appropriate time is not allotted for the approval process. Minimum time for consideration s 30 days.

We recommend that you DO NOT purchase banner until the approval process is complete.

Banner Specification: The banner must be made of non-combustible, opaque material that will not shred. The banner will be 26-feet long by 30-inches high, with a minimum of 22 and a maximum of 28 wind flaps, 7" to 8" in diameter. Banner must be two sided. Grommets will be secured in the top and bottom of a fortified border every two feet apart (14 grommets per top and bottom border 28 total).

# Banners that do not meet the specification will not be installed! BANNER MUST HAVE WIND FLAPS!

The permit will be valid for a maximum of 10 days. An additional 10 day period can be considered upon request and approval.

Dexter Area Chamber of Commerce event activities will be given priority over other requests

- 5. Commercial General Liability (CGL) Certificate of Insurance from the sponsoring organization must be provided with the application. The certificate requirements are as follows:
  - CGL limits equal or greater than \$1,000,000 per Occurrence /\$2,000,000 Aggregate
  - Listing the Village of Dexter, 8140 Main Street, Dexter MI 48130 and the Dexter Chamber of Commerce 8005 Main Street, Dexter, MI 48130 as Certificate Holders and Additional Insured

Must state that 10 days advance notice be given of cancellation.

HOLD HARMLESS STATEMENT:

The sponsoring organization will be required to pay a \$200 permit fee, DUE IMMEDIATELY UPON APPROVAL, payable to the Village of Dexter, to offset the cost to hang and take down the banner

The banner must be dropped off at the Village Office 8123 Main St. (2nd Floor of the National City Bank Building.) two (2) days prior to the date it is to be installed and picked up within 24 hours after taken down. The Village and DACC will not be held responsible for banners not picked up within that time. Neither the Village nor the DACC will provide storage or tracking of banners.

TCAROL JO	neso	DACC		hereby agree to	defend, indemnify
and hold the Village	e of Dexter and the D	exter Area Chambo	er of Commerce har	mless from and ag	sinst all claims,
demands, liabilities	, damages, causes of	action, suits, judgn	nents, costs of exper	ises (including reas	onable aftorney's
fees) arising out of	alleged negligent act	s) or omissions ass	sociated with the pla	cement of a banne	
(way 9	Janus	CAROL	. Jones	4-1	<u>يان- 2</u>
Applicant Signature	<b>L</b>	Print Nam	e	Date	

Print Name Witness Signature

BANNER PERMIT (CROSSING VILLAGE STREET)

Page 1 of 2

Memorandum

To.

Village Council

Donna Dettling

From: Re:

Allison Bishop

Pavilion Project - Community Park

RECOMMENDATION TO ACCEPT BID FROM AR BROUWER

Date:

April 24, 2006

## Pavilion Project Recommendation -

Bids for the pavilion project were released to the attached list of contractors on March 10, 2006. Bids were due on March 28, 2006. AR Brouwer was the only contractor to bid on the project. (Attached is a copy of the RFP).

The pavilion bid came in at \$51,200, which included approximately \$20,000 of donated labor and materials. The bid did not include the cast stone for the pillars, 3 steps (only 2 or elevating the pavilion on grade), or steel The Parks Commission wanted to keep the cast stone, which would bring the bid to approximately \$70,000.

Donations for materials are still being solicited, however with the pavilion design and unforeseen site and foundation issues it is recommended that an amount not to exceed \$70,000 be allocated to the pavilion project. The following is a breakdown of the anticipated funding:

101-000 000-004 001 – Park Endowment	\$22,301.00
101-000 000-004 003 – Park Endowment – Wellfield (Norfolk)	\$10,967.25
101-000 000-675 001 — Contributions Park	\$2,000 00
101-901 000-974 005 — CIP Wellfield Path	\$6,000 00

=\$41,268.25

Council action on 4-10-06 101-751.000-970.000 -

\$28,731.75 ADDITIONAL FUNDING

**ACTION REQUESTED** 

Village Council authorization to issue a notice of award for the pavilion project in an amount not to exceed \$70,000.

I will not be at the meeting, however AR Brouwer would like authorization to proceed with the project. Please contact John Hanifan or Joe Semifero if you have any questions

Thank you,

TOTAL

# VILLAGE OF DEXTER COMMUNITY PARK PAVILION BIDDERS LIST

		m	BIDDERS LIST		
COMPANY NAME	Phone	Fax	Email	Bid (Y or N)	Cost
Kevin Shaw/The Wieland-Davco Corp.	517-372-8650	517-372-8961	kevin.shaw@wieland-davco.com	Z	
Kevin Irish/Irish Construction Co Inc	517-548-3440	517-548-4066	info@irishconst.com	Z	
Mark Hiser/Phoenix Contractors Inc	734-487-9640	734-487-1252	PHXCONST@AOL.COM		
Thomas Phillins/Hobbs & Black Architects	734-663-4189	734-663-1770	tphillips@hobbs-black.com	z	
David Gendernalik/AR Brouwer	734-426-9980	734-426-9985	davegendernalik@arbrouwer.comY	>	\$51,200/\$117,400*
.leff Brown/Dexter Builders	734-426-3852	734-426-4336	<u> brown@dexterbuilders.com</u>	Z	
Sean Lefere/Norfolk Development	734-996-1550	734-663-0220	spl@ndchomes.com	z	
Jim Haeussler/Peters Building	734-429-4200	734-429-2678	jhaeussler@petersbuilding.com	Z	
Centex Homes	248-233-8550	248-233-8378	clazaris@centexhomes.com	Z	
* \$51.200 = modifications to bid including no	g no cast stone, n	cast stone, no steel, 2 steps			
* \$117,400 = bid per specs.					
AR BROUWERS BID INCLUDES APPROXIMATELY \$20,000 worth of labor and materials and contributions from Peters Building Company	ROXIMATELY \$20	,000 worth of labo	or and materials and contributions fr	om Peters Bu	ilding Company
		-			

# REQUEST FOR PROPOSALS

**FOR** 

VILLAGE OF DEXTER PARKS COMMISSION COMMUNITY PARK PAVILION

CONTRACT NO. PARKS-01 -06

## VILLAGE OF DEXTER PARKS COMMISSION COMMUNITY PARK PAVILION

CONTRACT NO. PARKS-01-06

#### I. INTRODUCTION

The Village of Dexter is requesting construction proposals to build a pavilion and complete associated site work at the Community Park. The Village of Dexter is looking for contributions of labor and materials to help reduce the project costs. All interested respondents are invited to direct inquiries to the following contact person:

Allison Bishop, AICP Community Development Manager Village of Dexter 8140 Main Street Dexter, MI 48130 (734) 426-8303 Ext. 15

# II. SCOPE OF WORK

# A. PROPOSED COMMUNITY PARK PAVILION

General location plans for the proposed Community Park Pavilion is attached. This information will also be discussed at the Pre-Bid Conference.

The project manual included with the RFP includes all project elements. The approach to the electrical work is subject to change based on bids and existing services.

# III. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at 10:00 a.m., on Tuesday, March 21, 2006 at the Community Park, located off of Ryan Drive behind LaFontaine Chevrolet to further describe the project and visit the proposed site, if necessary and to answer questions about the project.

# IV. PROPOSAL CONTENTS

Each proposal should contain, but not necessarily be limited to the following:

- Name, address, and brief history of firm. Proposer will identify business entity as individual or, if doing business under assumed name, indicate assumed name; partnership (naming partners); corporation, foreign or domestic (naming principal officers); and indicate official capacity of person executing proposal
- A cover letter with the name of the firm its address, telephone number, and the name of a contact person.
- A summary statement which would demonstrate that the prospective bidder has a clear understanding of the Village's objectives and how it expects to address them.
- A work plan. This should be a definition of the proposed approach to the work, which would in turn include a project schedule with anticipated start and ending dates. Because this project will be funded through donations, please indicate proposed donations or in-kind labor and materials. Please note willingness to coordinate donations and or labor/materials with the village and/or other potential contributors of materials and labor.
- 5. Examples of other projects of similar scope (gazebos, park projects, pavilions, etc.)
- Provide a list of references who worked with you on similar projects, including addresses and telephone numbers
- List the rolls and responsibilities of the individuals who will be directly involved with the project.

RFP-3

- 8. The successful bidder will be required to furnish insurance as specified in the contract and listed here:
  - CONTRACTOR shall not commence work under this Agreement until it has obtained the insurance required under this paragraph. All coverages shall be with insurance carriers, licensed and in good standing with the State of Michigan and acceptable to the VILLAGE
  - A Worker's Compensation Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Contract, Worker's Compensation and Employer's Liability Insurance in accordance with the Worker's Compensation Act of the State of Michigan, or state having jurisdiction, protecting all persons employed by CONTRACTOR during the life of this Agreement, and shall provide evidence to the VILLAGE that such insurance is in force Employer's liability limits of at least \$500,000 each employee is required
  - B Comprehensive General Liability Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive General Liability Insurance in an amount not less than \$1,000,000 combined single limit of liability
  - C Comprehensive Automobile Liability Insurance: CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit of liability
  - Design/Build Professional Liability insurance with a minimum limit of \$1,000,000 covering the wrongful acts, errors and/or omissions of the Design Professional for damage sustained by reason of or in course of operations under the contract. The coverage afforded by such insurance will continue in effect for up to three (3) years following written acceptance of the work.

The above requirements should not be interpreted to limit the liability of the CONTRACTOR under this Agreement. Additional Insured. All Certificates of Insurance forwarded to the VILLAGE by CONTRACTOR must name the Village of Dexter as an additional named insured, excluding Worker's Compensation and Professional Liability insurance certificates. All certificates forwarded to the VILLAGE by the CONTRACTOR shall include a clause which shall state that the CONTRACTOR shall defend, indemnify, and hold the VILLAGE, its employees, elected and appointed officials, agents and assigns harmless from any and all claims and judgments to which the VILLAGE may be subjected or which it may suffer or incur by reason of contract with the primary insured named in the certificate. All certificates will give thirty (30) days notice of intent to cancel or of non-renewal to the VILLAGE.

Insurance coverage must be written through an insurance company that is licensed as an admitted carrier to do business in the State of Michigan by the State of Michigan Department of Insurance.

RFP-4

Inquiries may be made by the Village of Dexter to verify the accuracy of the information provided and to determine the firm performance on the related work.

# V. PROJECT APPROVAL PROCESS

It is anticipated the project will be approved and controlled as follows:

- The proposals will be evaluated by the Village Review Committee and Parks Commission
- 2. The contract award will be determined by Village Staff.

# VI. FEE STRUCTURE

The Village of Dexter reserves the right to terminate the contract should be firm fail to provide services to the satisfaction of the Village of Dexter as outlined in their Request for Proposal.

The firm shall provide a thorough itemization of fees that cover all proposed services. Please note donations of labor and materials, etc.

- 1 Cost of supplies and materials (itemize)
- 2. Other direct costs. (itemize)
- 3. General and administrative overhead (indicate percentage and total)
- 4. Transportation costs.
- 5. Total not-to-exceed price proposal.

# VII. EVALUATION CRITERIA

The following criteria will be used to evaluate all proposals:

- 1 Project cost and donations
- 2 Relevant experience and qualifications of the firm
- 3. Project schedule

Each proposal will be reviewed by the Village Review Committee and Parks Commission. After the Committee reviews proposals oral presentations will be scheduled with Village Staff. When a firm is selected, the final recommendation will be forwarded to the Village Council for approval of the budget expenditure.

# VIII NO REIMBURSEMENT FOR PROPOSAL COSTS

The Village of Dexter will not pay for any information solicited or obtained. Further, the Village will not be liable for any costs incurred in proposal preparation, presentation, or contract negotiation.

# IX. RIGHT TO REQUEST ADDITIONAL INFORMATION

The Village of Dexter reserves the right to request any additional information which might be deemed necessary after RFP information has been received. The Village reserves the right to request interview(s) with firms that have submitted an RFP to provide the proposed services

### X. SUBMISSION OF REQUEST FOR PROPOSALS (RFP)

Sealed Proposals [eight (8) copies] shall be submitted to the Village OF Dexter Offices, 8123 Main Street, Dexter, Michigan, 48130, or via mail to 8140 Main Street, Dexter, Michigan, no later than 2:00 p.m., on March 28, 2006. Proposals must be clearly marked, "REQUEST FOR PROPOSALS FOR COMMUNITY PARK PAVILION.

### XI. CONTACT PERSON

Any firms with questions concerning the Proposal should contact Allison Bishop, Community Development Manager, during normal business hours at 734 426 8303 ext. 15.

### XII. REJECTION OF PROPOSALS

The Village of Dexter reserves the right to reject any and all proposals received and the right to waive defects in proposals as a result of this Request for Proposals.

## XIII. EXECUTION OF CONTRACT

The successful firm shall not provide services until a fully executed contract has been received.

## XIV. ESTIMATED CONTRACT AWARD SCHEDULE

Advertise for RFP 03/10/06

Pre-Proposal Meeting 03/21/06

Sealed Proposals Due Date 03/28/06

Conduct Interviews (if necessary) week of 04/03/06

Contract Award 04/10/06

# HOLD HARMLESS AGREEMENT

# CONTRACT NO. PARKS-01-06

"To the fullest extent permitted by law,	, agrees to defend,
pay in behalf of, indemnify, and hold harmless the Village	of Dexter, its elected and appointed
officials, employees and volunteers and others working for o	
against any and all claims, demands, suits, or loss, including	all costs connected therewith, and for
any damages which may be asserted, claimed or recovered aga	inst or from the Village of Dexter, its
elected and appointed officials, employees, volunteers or other	ers working in behalf of the Village of
Dexter, by reason of personal injury, including bodily injury	
including loss of use thereof, which arises out of or is in any	way connected or associated with this
Contract."	
Signature	Date
Signature of Witness	Date





Village Council

Jim Seta President

Joe Semifero President Pro-Tem

Iim Carson Councilperson

Paul Cousins Councilperson

Donna Fisher Councilperson

Shawn Keough Councilperson

**Terry Walters** Councilperson

Administration

Donna Dettling Manager

David Boyle Clerk

Marie Sherry Treasurer/Finance Director

John P. Hanifan Assistant Manager

Ed Lobdell Public Services Superintendent

Allison Bishop Community Development Manager

THE VILLAGE OF DEXTER IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

www. villageofdexter.org

# INTERNAL MEMO

TO:

Village Council

FROM:

John P. Hanifan, Assistant Village Manager

DATE:

April 20, 2006

Re:

Department of Public Works Building DESIGN/BUILD CONTRACT APPROVAL

Attached is the Design Build Contract with A.R. Brouwer using the AIA Standard Form of Agreement Between Owner and Design Builder. I have reviewed the contract, found it to be acceptable and consistent with the proposal submitted by A.R. Brouwer

Therefore, the following resolution is offered:

WHEREAS the Village of Dexter awarded a Design Build Contract to A.R. Brouwer to construct the new Public Works Building; and

WHEREAS the Village Staff has reviewed and approved the terms of the attached AIA Contract Document.

NOW, THEREFORE, BE IT RESOLVED that the Village of Dexter approves of the contract terms and hereby authorizes the Village Manager to sign the attached contract on behalf of the Village.

# MATA Document A141™– 2004

# *esign-Bui*, day of Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the in the year of (In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information) Village of Dexter

> 8140 Main St. Dexter, MI 48130

and the Design-Builder: (Name, address and other information)

A R Brouwer 7444 Dexter Ann Arbor Rd Dexter, MI 48130

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located

For the following Project: (Name, location and detailed description)

> Village of Dexter - Department of Public Works Facility 3620 Central St. Dexter, MI 48130

The Owner and Design-Builder agree as follows.

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

(Insert Owner's time requirements.)

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Design-Build Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work)

### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:

(Check the appropriate box)

	Stipulated Sum in accordance with Section 4.2 below;
	Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;
X	Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)

### § 4.2 STIPULATED SUM

§ 4.2.1 The Stipulated Sum shall be additions and deductions as provided in the Design-Build Documents.

Dollars (\$

), subject to

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

§ 4.2.3 Unit prices, if any, are as follows:

§ 42.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

### § 45 CHANGES IN THE WORK

§ 451 Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A. Terms and Conditions

§ 452 Where the Contract Sum is the Cost of the Work, with or without a Guaranteed Maximum Price, and no specific provision is made in Sections 4.3.2 or 4.4.2 for adjustment of the Design-Builder's Fee in the case of Changes in the Work. or if the extent of such changes is such, in the aggregate, that application of the adjustment will cause substantial inequity to the Owner or Design-Builder, the Design-Builder's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Contract Sum shall be adjusted accordingly.

### ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 51.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents

§ 51.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows:

day of month, the Owner § 51.3 Provided that an Application for Payment is received not later than the 10th month If an day of the same shall make payment to the Design-Builder not later than the 25th Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the days after the Owner receives the Application for Payment Owner not later than thirty

§ 51.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schoolule of values in accordance with the Design-Build Documents The schodule of values shall allocate the entire C the Work Compensation for design services shall be shown separately Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The echodule shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This where, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment

- § 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5 1 5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.
- § 51.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

\$5.3.3 Deminary in melitical the reminary monod in Section 2.2. If any shall be at follows:

### § 5.4 PROGRESS PAYMENTS - COST OF THE WORK PLUS A FEE WITH A GUARANTED MAXIMUM PRICE

§ 5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lower of (1) the percentage of that portion of the Work which has actually been completed: or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design Builder on account of that pertian of the World for which the Besign Builder has made an intended to make actual payment price to the country for the Payment by (b) the charge of the Guaranteed Maximum Price allowed to the pertian of the World for the pertian of the World for which the Payment Price.

§ 5.4.2 Subject to other provisions of the Design-Build Documents the amount of each progress payment shall be computed as follows:

- Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of the Pending final determination of cost to the Owner of changes in the Work amounts not in dispute shall be included as provided in Section A 7 3 8 of Exhibit A, Terms and Conditions;
- Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner suitably stored off the site at a location agreed upon in writing;
- Add the Design-Builder's Fee, less retainage of

  Builder's Fee shall be computed upon the Cost of the Work described in the two preceding sections at
  the rate stated in Section 4.4.2 or if the Design Builder's Fee is stated as a fixed sum in that sections
  shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work upon its completion
  preceding sections bears to a resecuble commune of the probable Cost of the Work upon its completion
- 4 Subtract the aggregate of previous payments made by the Owner;
- 5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5 1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section A.9 5 of Exhibit A, Terms and Conditions

§ 5.4.3 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than (%). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors

### § 5.5 FINAL PAYMENT

§ 5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 days after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A. Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment

§ 75 The Design-Builder's Designated Representative is: (Insert name address and other information.)

Steve Brouwer 7444 Dexter Ann Arbor Rd. suite F Dexter, MI 48130

§ 75.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§77 Other provisions:

§ 771 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.

§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project

(Insert rate of interest agreed upon if any)

12%

(Usury laws and requirements under the Federal Truth in Lending Act similar state and local consumer credit laws and other regulations at the Owner's and Design-Builder's principal places of business, the location of the Project and elsewhere may affect the validity of this provision Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers)

### ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§81 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 811 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows: (Either list applicable documents below or refer to an exhibit attached to this Agreement.)

N/A

§ 81.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following: (Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement)

N/A

, consists of the following: § 81.4 The Design-Builder's Proposal, dated (Either list applicable documents below or refer to an exhibit attached to this Agreement)

# ${ lap{R}}{ lap{A}}{ lap{A}}{ lap{A}}{ lap{A}}{ lap{D}}{ lap{coument A141}}{ lap{A}}{ lap{A}}{ lap{A}}{ lap{A}}{ lap{E}}{ lap{A}}{ lap{B}}{ lap{A}}{ lap{A}}{ lap{B}}{ lap{A}}{ lap{A}$

### Terms and Conditions

for the following PROJECT:

(Name and location or address)

### THE OWNER:

(Name and address)

### THE DESIGN-BUILDER:

(Name and address)

### **TABLE OF ARTICLES**

A.1 **GENERAL PROVISIONS** 

A 2 **OWNER** 

A.3 **DESIGN-BUILDER** 

A.4 DISPUTE RESOLUTION

A.5 AWARD OF CONTRACTS

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS A.6

A.7 CHANGES IN THE WORK

A.8 TIME

A.9 PAYMENTS AND COMPLETION

A.10 PROTECTION OF PERSONS AND PROPERTY

A.11 INSURANCE AND BONDS

A.12 **UNCOVERING AND CORRECTION OF WORK** 

A.13 MISCELLANEOUS PROVISIONS &

A.14 TERMINATION OR SUSPENSION OF THE DESIGN-BUILD CONTRACT

This document has important legal consequences Consultation with an attorney is encouraged with respect to its completion or modification Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located 

### § A.1.3 CAPITALIZATION

§ A 1 3.1 Terms capitalized in these Terms and Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to sections in the document, or (3) the titles of other documents published by the American Institute of Architects

### § A 14 INTERPRETATION

§ A 1.4.1 In the interest of brevity, the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement

§ A 1.4.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

### § A.1.5 EXECUTION OF THE DESIGN-BUILD DOCUMENTS

§ A.1.5 1 The Design-Build Documents shall be signed by the Owner and Design-Builder.

§ A 1.5.2 Execution of the Design-Build Contract by the Design-Builder is a representation that the Design-Builder has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Design-Build Documents.

### § A.1.6 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

§ A.1.6.1 Drawings, specifications, and other documents including those in electronic form, prepared by the Architect and furnished by the Design-Builder are Instruments of Service. The Design-Builder, Design-Builder's Architect and other providers of professional services individually shall retain all common law, statutory and other reserved rights, including copyright in those Instruments of Services furnished by them. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to this Project.

§ A.1.6.2 Upon execution of the Design-Build Contract, the Design-Builder grants to the Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and others retained by the Owner for such purposes, provided that the Owner shall comply with all obligations, including prompt payment of sums when due, under the Design-Build Documents Subject to the Owner's compliance with such obligations, such license shall extend to those parties retained by the Owner for such purposes, including other design professionals. The Design-Builder shall obtain similar non-exclusive licenses from its design professionals, including the Architect. The Owner shall not otherwise assign or transfer any license herein to another party without prior written agreement of the Design-Builder. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense without liability to the Design-Builder and its design professionals. Except as provided in Section A 1 6.4, termination of this Agreement prior to completion of the Design-Builder's services to be performed under this Agreement shall terminate this license.

§ A 1.6.3 Prior to any electronic exchange by the parties of the Instruments of Service or any other documents or materials to be provided by one party to the other, the Owner and the Design-Builder shall agree in writing on the specific conditions governing the format thereof, including any special limitations or licenses not otherwise provided in the Design-Build Documents

§ A.1.6.4 If this Agreement is terminated for any reason other than the default of the Owner, each of the Design-Builder's design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive license to use that design professional's Instruments of Service for the completion, use and maintenance of the Project, conditioned upon the Owner's written notice to that design professional of the Owner's assumption of the Design-Builder's contractual duties and obligations to that design professional and payment to that design professional of all amounts due to that design professional and its consultants. If the Owner does not assume the remaining duties and obligations of the Design-Builder to that design professional under this Agreement, then the Owner shall indemnify and hold harmless that design professional from all claims and any expense, including legal fees, which that design professional shall thereafter incur by reason of the Owner's use of such Instruments of Service. The Design-Builder shall incorporate the requirements of this Section A 1 6.4 in all agreements with its design professionals

- § A.2.2.9 The Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, unless otherwise directed by the Design-Builder
- § A.2.2.10 The Owner shall furnish the services of geotechnical engineers or other consultants, if not required by the Design-Build Documents to be provided by the Design-Builder, for subsoil, air and water conditions when such services are deemed reasonably necessary by the Design-Builder to properly carry out the design services provided by the Design-Builder and the Design-Builder's Architect. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.
- § A2.211 The Owner shall promptly obtain easements, zoning variances, and legal authorizations regarding site utilization where essential to the execution of the Owner's program

### § A.2.3 OWNER REVIEW AND INSPECTION

§ A.2.3.1 The Owner shall review and approve or take other appropriate action upon the Design-Builder's submittals, including but not limited to design and construction documents, required by the Design-Build Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Design-Build Documents. The Owner's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Design-Builder or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents.

- § A 2.3.2 Upon review of the design documents, construction documents, or other submittals required by the Design-Build Documents, the Owner shall take one of the following actions:
  - Determine that the documents or submittals are in conformance with the Design Build Documents and approve them
  - Determine that the documents or submittals are in conformance with the Design-Build Documents but request changes in the documents or submittals which shall be implemented by a Change in the Work
  - 3 Determine that the documents or submittals are not in conformity with the Design-Build Documents and reject them.
  - Determine that the documents or submittals are not in conformity with the Design-Build Documents, but accept them by implementing a Change in the Work.
  - Determine that the documents or submittals are not in conformity with the Design-Build Documents, but accept them and request changes in the documents or submittals which shall be implemented by a Change in the Work.
- § A 2.3.3 The Design-Builder shall submit to the Owner for the Owner's approval, pursuant to Section A 2.3.1, any proposed change or deviation to previously approved documents or submittals. The Owner shall review each proposed change or deviation to previously approved documents or submittals which the Design-Builder submits to the Owner for the Owner's approval with reasonable promptness in accordance with Section A 2.3.1 and shall make one of the determinations described in Section A 2.3.2
- § A 2.3.4 Notwithstanding the Owner's responsibility under Section A 2.3.2, the Owner's review and approval of the Design-Builder's documents or submittals shall not relieve the Design-Builder of responsibility for compliance with the Design-Build Documents unless a) the Design-Builder has notified the Owner in writing of the deviation prior to approval by the Owner or, b) the Owner has approved a Change in the Work reflecting any deviations from the requirements of the Design-Build Documents
- § A 2.3.5 The Owner may visit the site to keep informed about the progress and quality of the portion of the Work completed However, the Owner shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Visits by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quantity or quality of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents, except as provided in Section A 3 3 7.

financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon the Owner's written request

§ A 3.2.3 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Contractors, Subcontractors and their agents and employees and other persons or entities,

including the Architect and other design professionals, performing any portion of the Design-Builder's obligations under the Design-Build Documents

- § A.3.2.4 The Design-Builder shall carefully study and compare the Design-Build Documents, materials and other information provided by the Owner pursuant to Section A 2 2, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the Owner any errors, inconsistencies or omissions discovered
- § A.3.2.5 The Design-Builder shall provide to the Owner for Owner's written approval design documents sufficient to establish the size, quality and character of the Project; its architectural, structural, mechanical and electrical systems; and the materials and such other elements of the Project to the extent required by the Design-Build Documents Deviations, if any, from the Design-Build Documents shall be disclosed in writing
- § A 3.2.6 Upon the Owner's written approval of the design documents submitted by the Design-Builder, the Design-Builder shall provide construction documents for review and written approval by the Owner. The construction documents shall set forth in detail the requirements for construction of the Project. The construction documents shall include drawings and specifications that establish the quality levels of materials and systems required Deviations, if any, from the Design-Build Documents shall be disclosed in writing Construction documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:
  - be consistent with the approved design documents; .1
  - provide information for the use of those in the building trades; and 2
  - include documents customarily required for regulatory agency approvals
- § A 3.27 The Design-Builder shall meet with the Owner periodically to review progress of the design and construction documents
- § A.3.2.8 Upon the Owner's written approval of construction documents, the Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.
- § A.3 2.9 The Design-Builder shall obtain from each of the Design-Builder's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Project Criteria set forth in the Design-Build Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.
- § A.3.2.10 If the Owner requests the Design-Builder, the Architect or the Design-Builder's other design professionals to execute certificates other than those required by Section A 3.29, the proposed language of such certificates shall be submitted to the Design-Builder, or the Architect and such design professionals through the Design-Builder, for review and negotiation at least 14 days prior to the requested dates of execution. Neither the Design-Builder, the Architect nor such other design professionals shall be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of their respective agreements with the Owner or Design Builder.

§ A.3.3 CONSTRUCTION

§ A.3.3.1 The Design-Builder shall perform no construction Work prior to the Owner's review and approval of the construction documents. The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require the Owner's review of submittals, such as Shop Drawings, Product Data and Samples, until the Owner has approved each submittal

§ A.3.5 WARRANTY

§ A.3.5.1 The Design-Builder warrants to the Owner that materials and equipment furnished under the Design-Build Documents will be of good quality and new unless otherwise required or permitted by the Design-Build Documents, that the Work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the Work will conform to the requirements of the Design-Build Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ A.3.6 TAXES

§ A.3.61 The Design-Builder shall pay all sales, consumer, use and similar taxes for the Work provided by the Design-Builder which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

§ A 3.7 PERMITS, FEES AND NOTICES

§ A.3.7.1 The Design Puilder shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Design-Build Contract and which were legally required on the date the Owner accepted the Design-Builder's proposal.

§ A 3.7.2 The Design-Builder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project

§ A 3.7.3 It is the Design-Builder's responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules and regulations.

§ A 3.7.4 If the Design-Builder performs Work contrary to applicable laws, ordinances, codes, rules and regulations, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction

§ A 3.8 ALLOWANCES

§ A 3.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to which the Design-Builder has reasonable objection

§ A.3 8.2 Unless otherwise provided in the Design-Build Documents:

allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section A 3.8.2.1 and (2) changes in Design-Builder's costs under Section A.3.8.2.2

§ A.3.8 3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work

§ A 3.9 DESIGN-BUILDER'S SCHEDULE

§ A 3.9.1 The Design-Builder, promptly after execution of the Design-Build Contract, shall prepare and submit for the Owner's information the Design-Builder's schedule for the Work. The schedule shall not exceed time limits and shall be in such detail as required under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-

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§ A.3.14 CLEANING UP

§ A 3.14.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Design-Build Contract. At completion of the Work, the Design-Builder shall remove from and about the Project waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials.

§ A 3 14.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the cost thereof shall be charged to the Design-Builder

§ A.3 15 ACCESS TO WORK

§ A.3.15.1 The Design-Builder shall provide the Owner access to the Work in preparation and progress wherever located.

§ A.3 16 ROYALTIES, PATENTS AND COPYRIGHTS

§ A.3 16.1 The Design-Builder shall pay all royalties and license fees. The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required or where the copyright violations are contained in drawings, specifications or other documents prepared by or furnished to the Design-Builder by the Owner. However, if the Design-Builder has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner

§ A.3.17 INDEMNIFICATION

§ A.3.17.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section A 3.17

§ A.3.17.2 In claims against any person or entity indemnified under this Section A.3.17 by an employee of the Design-Builder, the Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section A 3 17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder, the Architect or a Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE A 4 DISPUTE RESOLUTION

§ A.4.1 CLAIMS AND DISPUTES

§ A 4.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Design-Build Contract terms, payment of money, extension of time or other relief with respect to the terms of the Design-Build Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Design-Build Contract Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim

§ A.4.1.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later Claims must be initiated by written notice to the other party

§ A.4.1.3 Continuing Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section A.9 7 1 and Article A 14, the Design-Builder shall proceed diligently with performance of the Design-Build Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ A.4 1.11 If the enactment or revision of codes, laws or regulations or official interpretations which govern the Project cause an increase or decrease of the Design-Builder's cost of, or time required for, performance of the Work, the Design-Builder shall be entitled to an equitable adjustment in Contract Sum or Contract Time. If the Owner and Design-Builder cannot agree upon an adjustment in the Contract Sum or Contract Time, the Design-Builder shall submit a Claim pursuant to Section A.4.1.

### A DECOLUTION OF OLAMIC AND DISCULTED

the Design-Build Documents, then Claims, excluding those arising under Sections A 103 th referred initially to the Neutral for decision. An initial decision by the Neutral shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder arising prior to the date final payment is due, unless 30 days have passed after the claim has been referred to the Neutral with no decision having been rendered by the Neutral Umess the Neutral and all affected parties agree, the Neutral will not decide disputes between the and persons of chattes other than the Ouman's

SA. 1.2.2 Decision by Owner. If the parties have not identified a in the Design-Build Documents then, except for those claims arising under Sections A 10.3 and A 10.5, the shall provide an initial decision. An initial decision by the Owner shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered by the Owner.

§ A.4.2.3 The initial decision pursuant to Sections A.4.2.1 and A.4.2.2 shall be in writing, shall state the reasons therefore and shall notify the parties of any enange in the Contract Sum or Contract Time or both The initial decision shall be final and binding on the parties but subject first to mediation under Section A 4.3 and thereafter to such other dispute resolution methods as provided in Section 6.2 of the Agreement or elsewhere in the Design-Build Documents

if any, of the nature and amount of the Claim If the Claim relates to a possibility of a Design Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety assistance in resolving the controversy

des to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in

### § A.4.3 MEDIATION

§ A 4 3.1 Any Claim arising out of or related to the Design-Build Contract, except those waived as provided for in Sections A 4 1 10, A 9 10 4 and A 9 10.5, shall, after initial decision of the Claim or 30 days after submission of the Claim for initial decision, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable or other binding dispute resolution proceedings by either party

§ A.4.3 2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation Request for mediation shall be filed in writing with the other party to the Design-Build Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration or other binding dispute resolution proceedings but, in such event, mediation shall proceed in advance thereof or of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ A 4.3.3 The parties shall share the mediator's fee and any filing fees equally The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof

### § A.4.4 ARBITRATION

§ A 4.41 Claims, except those waived as provided for in Sections A 4 1 10, A 9.10.4 and A 9.10.5, for which initial decisions have not become final and binding, and which have not been resolved by mediation but which are subject to arbitration pursuant to Sections 6 2 and 6 3 of the Agreement or elsewhere in the Design-Build Documents, shall be

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§ A 5.5.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Contractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension

# ARTICLE A 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § A 6 1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ A 6.11 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. The Design-Builder shall cooperate with the Owner and separate contractors whose work might interfere with the Design-Builder's Work. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make such Claim as provided in Section A 4.1.

§ A 6 1.2 The term "separate contractor" shall mean any contractor retained by the Owner pursuant to Section A 6 1.1.

§ A 6 1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the work of the Design-Builder, who shall cooperate with them The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

### § A 6 2 MUTUAL RESPONSIBILITY

§ A.6.2.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents

§ A 6.2.2 If part of the Design-Builder's Work depends for proper execution or results upon design, construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Design-Builder so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable

§ A 6.23 The Owner shall be reimbursed by the Design-Builder for costs incurred by the Owner which are payable to a separate contractor because of delays improperly timed activities or defective construction of the Design-Builder. The Owner shall be responsible to the Design-Builder for costs incurred by the Design-Builder because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor

§ A 6.2.4 The Design-Builder shall promptly remedy damage wrongfully caused by the Design-Builder to completed or partially completed construction or to property of the Owner or separate contractors.

§ A 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described in Section A.3.13

### § A.6 3 OWNER'S RIGHT TO CLEAN UP

§ A.6.31 If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner shall allocate the cost among those responsible

### ARTICLE A.7 CHANGES IN THE WORK

### § A 7.1 GENERAL

§ A.7.11 Changes in the Work may be accomplished after execution of the Design-Build Contract and without invalidating the Design-Build Contract, by Change Order or Construction Change Directive, subject to the limitations stated in this Article A 7 and elsewhere in the Design-Build Documents.

§ A.7.12 A Change Order shall be based upon agreement between the Owner and Design-Builder A Construction

Change Director was be issued by the Owner with or millioning coment by the Besign Publish.

- Builder or others;
- costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the .5 Work; and
- additional costs of supervision and field office personnel directly attributable to the change .6

allowed by the Design-Builder to the Owner for a dele a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering re substitutions are involved in a change, the allowance for overhead and profession be figured on the basis of net increase, if any, with respect to that change

final determination of the total cost of a Construction dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner shall make an interim determination for purposes of monthly payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of the Design-Builder to disagree and assert a Claim in accordance with Article A 4.

§ A.7 3.9 When the Owner and Design-Builder reach agreement concerning the adjustments in the Contract Sum and net Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and commission and execution or an appropri

### § A 7.4 MINOR CHANGES IN THE WORK

§ A.7.4.1 The Owner shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Design-Build Documents. Such changes shall be effected by written order and shall be binding on the Design-Builder The Design-Builder shall carry out such written orders promptly

### ARTICLE A.8 TIME

### § A.8.1 DEFINITIONS

§ A.8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Design-Build Documents for Substantial Completion of the Work

§ A.8 1.2 The date of commencement of the Work shall be the date stated in the Agreement unless provision is made for the date to be fixed in a notice to proceed issued by the Owner

§ A 8.1.3 The date of Substantial Completion is the date determined by the Owner in accordance with Section A.9 8.

§ A.8.1.4 The term 'day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

### § A.8.2 PROGRESS AND COMPLETION

§ A 8 2.1 Time limits stated in the Design-Build Documents are of the essence of the Design-Build Contract. By executing the Design-Build Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work

§ A.8.2.2 The Design-Builder shall not knowingly, except by agreement or instruction of the Owner in writing. prematurely commence construction operations on the site or elsewhere prior to the effective date of insurance required by Article A 11 to be furnished by the Design-Builder and Owner The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Design-Build Documents or a notice to proceed given by the Owner, the Design-Builder shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ A.8.2.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time

§ A 9.4 ACKNOWLEDGEMENT OF APPLICATION FOR PAYMENT

§ A.9.41 The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a written acknowledgement of receipt of the Design-Builder's Application for Payment indicating the amount the Owner has determined to be properly due and, if applicable, the reasons for withholding payment in whole or in part.

§ A.9 5 DECISIONS TO WITHHOLD PAYMENT

§ A 9.5.1 The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Design-Build Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible, including loss resulting from acts and omissions, because of the following:

defective Work not remedied;

third-party claims filed or reasonable evidence indicating probable filing of such claims unless security 2 acceptable to the Owner is provided by the Design-Builder;

failure of the Design-Builder to make payments properly to Contractors or for design services labor,

materials or equipment;

reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

damage to the Owner or a separate contractor;

reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

persistent failure to carry out the Work in accordance with the Design-Build Documents.

§ A.9.5.2 When the above reasons for withholding payment are removed, payment will be made for amounts previously

§ A 9.6 PROGRESS PAYMENTS

§ A.9.6.1 After the Owner has issued a written acknowledgement of receipt of the Design Builder's Application for Payment, the Owner shall make payment of the amount, in the manner and within the time provided in the Design-**Build Documents** 

§ A 9.6.2 The Design-Builder shall promptly pay the Architect, each design professional and other consultants retained directly by the Design-Builder, upon receipt of payment from the Owner, out of the amount paid to the Design-Builder on account of each such party's respective portion of the Work, the amount to which each such party is entitled

§ A.963 The Design-Builder shall promptly pay each Contractor, upon receipt of payment from the Owner, out of the amount paid to the Design-Builder on account of such Contractor's portion of the Work, the amount to which said Contractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the Contractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each Contractor, require each Contractor to make payments to Subcontractors in a similar manner.

§ A.9.6.4 The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law

§ A.9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections A.9.6.3 and A.9.6.4.

§ A 9.6.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Design-Build Documents

§ A.9.6.7 Unless the Design Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by Contractors and suppliers shall be held by the Design-Builder for those Contractors or suppliers who performed Work or furnished materials, or both, under contract with the Design-Builder for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not be commingled with money of the Design-Builder, shall

### § A.9 10 FINAL COMPLETION AND FINAL PAYMENT

§ A.9 10 1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner shall promptly make such inspection and, when the Owner finds the Work acceptable under the Design-Build Documents and fully performed, the Owner shall subject to Section A.9 10.2, promptly make final payment to the Design-Builder.

§ A.9 10 2 Neither final payment nor any remaining retained percentage will become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Design-Build Contract, to the extent and in such form as may be designated by the Owner. If a Contractor refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien If such lien remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be liable to pay in connection with the discharge of such lien, including all costs and reasonable attorneys' fees.

§ A 9.10.3 If, after the Owner determines that the Design Builder's Work or designated portion thereof is substantially completed, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of a Change Order or a Construction Change Directive affecting final completion, the Owner shall, upon application by the Design-Builder, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims

§ A.9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

liens, Claims, security interests or encumbrances arising out of the Design-Build Documents and unsettled;

failure of the Work to comply with the requirements of the Design-Build Documents; or 2

terms of special warranties required by the Design-Build Documents

§ A.9.10.5 Acceptance of final payment by the Design-Builder, a Contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment

### ARTICLE A.10 PROTECTION OF PERSONS AND PROPERTY § A.10 1 SAFETY PRECAUTIONS AND PROGRAMS

§ A.10 1.1 The Design-Builder shall be responsible for initiating and maintaining all safety precautions and programs in connection with the performance of the Design-Build Contract

### § A 10.2 SAFETY OF PERSONS AND PROPERTY

§ A.10 2.1 The Design-Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or less to:

employees on the Work and other persons who may be affected thereby,

- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site .2 or under the care, custody or control of the Design-Builder or the Design-Builder's Contractors or Subcontractors; and
- other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ A 10.4 The Owner shall not be responsible under Section A 10 3 for materials and substances brought to the site by the Design-Builder unless such materials or substances were required by the Design-Build Documents

§ A.10.5 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred

§ A 10.6 EMERGENCIES

§ A 10.6.1 In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss Additional compensation or extension of time claimed by the Design-Builder on account of an emergency shall be determined as provided in Section A 4 1 7 and Article A.7.

### ARTICLE A 11 INSURANCE AND BONDS

§ A 11 1 Except as may otherwise be set forth in the Agreement or elsewhere in the Design-Build Documents, the Owner and Design-Builder shall purchase and maintain the following types of insurance with limits of liability and deductible amounts and subject to such terms and conditions, as set forth in this Article A 11

§ A.11.2 DESIGN-BUILDER'S LIABILITY INSURANCE

§ A.11.2.1 The Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Design-Builder from claims set forth below that may arise out of or result from the Design-Builder's operations under the Design-Build Contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder, by a Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Design-Builder's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the .3 Design-Builder's employees;

claims for damages insured by usual personal injury liability coverage;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

claims for bodily injury or property damage arising out of completed operations; and .7

claims involving contractual liability insurance applicable to the Design-Builder's obligations under Section A 3 17.

§ A.11.22 The insurance required by Section A.11 2 1 shall be written for not less than limits of liability specified in the Design-Build Documents or required by law, whichever coverage is greater Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment

§ A.11.23 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section A 11.2 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section A 9 10 2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Design-Builder with reasonable promptness in accordance with the Design-Builder's information and belief

§ A.11.3 OWNER'S LIABILITY INSURANCE

§ A.11.3.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance

damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise

§ A.11.4.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section A.11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project Each policy shall contain a provision that the policy will not be canceled or allowed to expire and that its limits will not be reduced until at least 30 days' prior written notice has been given to the Design-Builder

§ A.11.47 Waivers of Subrogation. The Owner and Design-Builder waive all rights against each other and any of their consultants, separate contractors described in Section A.6.1, if any, Contractors, Subcontractors, agents and employees, each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section A 11 4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section A.6.1, if any, and the Contractors, Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ A.11.48 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section A 11 4.10. The Design Builder shall pay Contractors their just shares of insurance proceeds received by the Design-Builder, and, by appropriate agreements, written where legally required for validity, shall require Contractors to make payments to their Subcontractors in similar manner

§ A 11 4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Design-Build Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article A7.

§ A.11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power.; The Owner as fiduciary shall, in the case of a decision or award, make settlement with insurers in accordance with directions of a decision or award. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution

### A.11.5 PERFORMANCE BOND AND PAYMENT BOND

§ A.11.5.1 The Owner shall have the right to require the Design-Builder to furnish bonds covering faithful performance of the Design-Build Contract and payment of obligations arising thereunder, including payment to design professionals engaged by or on behalf of the Design-Builder, as stipulated in bidding requirements or specifically required in the Agreement or elsewhere in the Design-Build Documents on the date of execution of the Design-Build Contract

### ARTICLE A 12 UNCOVERING AND CORRECTION OF WORK § A 12.1 UNCOVERING OF WORK

§ A,12.1.1 If a portion of the Work is covered contrary to requirements specifically expressed in the Design-Build Documents, it must be uncovered for the Owner's examination and be replaced at the Design-Builder's expense without change in the Contract Time

§ A.12.12 If a portion of the Work has been covered which the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Design-Builder If such Work is in accordance with the Design-Build Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense If such Work is not in accordance with the Design-Build Documents,

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party in respect to covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section A 13 2 2, neither party to the Design-Build Contract shall assign the Design-Build Contract as a whole without written consent of the other If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Design-Build Contract.

§ A 13.2.2 The Owner may, without consent of the Design-Builder, assign the Design-Build Contract to an institutional lender providing construction financing for the Project In such event, the lender shall assume the Owner's rights and obligations under the Design-Build Documents The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ A 13 3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if sent by registered or certified mail to the last business address known to the party giving notice

§ A 13.4 RIGHTS AND REMEDIES

§ A 13.4 1 Duties and obligations imposed by the Design-Build Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ A.13.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Design-Build Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing

§ A 13.5 TESTS AND INSPECTIONS

§ A.13.5.1 Tests, inspections and approvals of portions of the Work required by the Design-Build Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory of entity acceptable to the Owner or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

§ A 13 5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section A 13 5.1, the Owner shall in writing instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures Such costs, except as provided in Section A.13.5.3, shall be at the Owner's expense

§ A.13.5.3 If such procedures for testing, inspection or approval under Sections A.13.5.1 and A.13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure, including those of repeated procedures, shall be at the Design-Builder's expense

§ A.13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner

§ A.13.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing

§ A.13 5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work

# § A.13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ A.1361 As between the Owner and Design-Builder:

Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

§ A 14 2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

accept assignment of contracts pursuant to Section A.5 5 1; and

finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work

§ A.14.23 When the Owner terminates the Design-Build Contract for one of the reasons stated in Section A.14.21, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ A.14 2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder If such costs and damages exceed the unpaid balance, the Design Builder shall pay the difference to the Owner

### § A 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ A.14.31 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine

§ A 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section A 14:3-1 Adjustment of the Contract Sum shall include profit No adjustment shall be made to the extent:

that performance is, was or would have been so suspended, delayed or interrupted by another cause for

which the Design-Builder is responsible; or

that an equitable adjustment is made or denied under another provision of the Design Build Contract .2

### § A 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ A.14.4.1 The Owner may, at any time, terminate the Design-Build Contract for the Owner's convenience and without cause.

§ A.14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

cease operations as directed by the Owner in the notice;

- take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; .2
- except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts and purchase orders and enter into no further contracts and purchase orders.

§ A.14.4.3 In the event of termination for the Owner's convenience prior to commencement of construction, the Design-Builder shall be entitled to receive payment for design services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed. In case of termination for the Owner's convenience after commencement of construction, the Design-Builder shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Jo the Work not executed.

# AIA Document A141" – 2004 Exhibit B

# Determination of the Cost of the Work

### for the following PROJECT:

(Name and location or address) Dexter Department of Public Works Village of Dexter

### THE OWNER:

(Name and address) Village of Dexter 8140 Main St. Dexter, MI 48130 THE DESIGN-BUILDER: (Name and address)

A R Brouwer 7444 Dexter Ann Arbor Rd. Dexter, MI 48130

This document has important legal consequences Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located

### ARTICLE B.1 CONTROL ESTIMATE

§ B 1.1 Where the Contract Sum is the Cost of the Work, plus the Design-Builder's Fee without a Guaranteed Maximum Price pursuant to Section 4.3 of the Agreement, the Design-Builder shall prepare and submit to the Owner prior to the Design-Builder's first Application for Payment, in writing, a Control Estimate The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee. The Control Estimate shall be used to monitor actual costs

### § B 1.2 The Control Estimate shall include:

- the documents enumerated in Article 8 of the Agreement, including all Addenda thereto and the Terms and Conditions of the Contract;
- a statement of the estimated Cost of the Work showing separately the compensation for design services, 2 construction costs organized by trade categories or systems and the Design-Builder's Fee; and
- contingencies for further development of design and construction

§ B.1.3 The Design-Builder shall meet with the Owner to review the Control Estimate In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge its acceptance in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price

§ B.1.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised monthly or at other intervals as mutually agreed

### ARTICLE B.2 COSTS TO BE REIMBURSED § B 2.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Design Builder in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner The Cost of the Work shall include only the items set forth in this Article B 2

- § B 2.7.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work
- § B 2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay
- § B 2.7.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or non-conforming Work for which reimbursement is excluded by Section A 13 5.3 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, and which do not fall within the scope of Section A 13 5.3.
- § B.2.7.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section A.3.16.1 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.
- § B.2.7.6 Data processing costs related to the Work.
- § B 2.7.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Design-Build Documents.
- § B.2.7.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably included by the Design-Builder in the performance of the Work and with the Owner's prior written approval, which approval shall not be unreasonably withheld
- § B 2 7.9 Expenses incurred in accordance with the Design-Builder's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner

### § B.28 OTHER COSTS AND EMERGENCIES

- § B.2 8.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner
- § B.2 8.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section A 10 6 of Exhibit A, Terms and Conditions
- § B.2 8.3 Cost of repairing or correcting damaged or non-conforming Work executed by the Design-Builder, Contractors, Subcontractors or suppliers, provided that such damaged or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recoverable by the Design-Builder from insurance, sureties, Contractors, Subcontractors or suppliers

### ARTICLE B.3 COSTS NOT TO BE REIMBURSED

- § B.3 1 The Cost of the Work shall not include:
- § B.3.1.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Sections B 2.2.2 and B.2.2.3
- § B.3 1.2 Expenses of the Design Builder's principal office and offices other than the site office
- § B.3.1.3 Overhead and general expenses, except as may be expressly included in Article B.2 of this Exhibit
- § B.3.1.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work
- § B.3.1 5 Rental costs of machinery and equipment, except as specifically provided in Section B.2.5.2.

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Terms and Conditions, the Owner shall pay the Design-Builder the amount, if any, determined by the Owner's accountant to be due the Design-Builder

§ B.6 5 If, subsequent to final payment and at the Owner's request, the Design-Builder incurs costs in connection with the correction of defective or non-conforming work as described in Article B.2, Costs to be Reimbursed, and not excluded by Article B.3, Costs Not to be Reimbursed, the Owner shall reimburse the Design-Builder such costs and the Design-Builder's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Design-Builder has participated in savings as provided in Section 4.4.3.1 of the Agreement, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Design-Builder.



### Insurance and Bonds

for the following PROJECT:

(Name and location or address)

Dexter Department of Public Works
Village of Dexter

### THE OWNER:

(Name and address)
Village of Dexter
8140 Main St.
Dexter, MI 48130
THE DESIGN-BUILDER:
(Name and address)
A R Brouwer

A R Brouwer 7444 Dexter Ann Arbor Rd. Dexter, MI 48130 This document has important legal consequences
Consultation with an attorney is encouraged with respect to its completion or modification
Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located

### ARTICLE C 1

The Owner and Design-Builder shall provide policies of liability insurance as required by the Design-Build Documents, or as follows:

(Specify changes, if any, to the requirements of the Design-Build Documents and for each type of insurance identify applicable limits and deductible amounts.)

### ARTICLE C 2

The Design-Builder shall provide surety bonds as follows: (Specify type and penal sum of bonds.)

Payment and Performance Bond

§ C 2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made

# AGENDA 4-24-06 ITEM L-3

### Dexter Dam Removal Study Update

The Village of Dexter hired Prein&Newhof in June 2005 to study the feasibility and cost of removing the Dexter Dam P&N's scope of work included reviewing all existing reports, plans, maps, news articles, sediment tests and other pertinent documents that would enable a judgment as to the feasibility and cost of removing the dam. A draft report outlining P&N's findings was distributed in August 2005.

Among the findings was that the existing dam is actually a steel sheet pile "curtain" driven to a depth of approximately 30 ft. A soil boring to that depth revealed that the steel piling is capable of carrying the pressure of the dammed water without needing any additional support from the grouted stone seen on its downstream face. This is good news as this structure can be easily "notched" to allow a controlled drawdown of the dam's impoundment during its demolition, eliminating the need to build a costly flow diversion structure.

Another finding was the sediments had been tested for contaminants in 1996 and the elevated metals levels found in the samples indicated some concern with the potential cost of managing or removing them as a part of this project. The estimated cost difference between a project which simply allows for a controlled drawdown and lets sediments scoured as the stream cuts to its new elevation to flow downstream until they fall out, and a project that requires either dredging or excavating sediments from the stream, then properly disposing of them, is over \$1,000,000. Actual total project cost estimates were cited as \$286,250 for dam removal with passive sediment management, and as much as \$1,474,375 for dredged and landfilled sediment.

After presenting the draft, it was decided to meet with MDEQ and MDNR personnel to determine how we needed to proceed toward a permit application for the dam removal, with sediment management the primary concern. We have since:

✓ Learned the 1996 tests do not meet the current sampling or testing criteria

Preing Newbor

3/17/06

- Found sediment re-sampling and testing for certain metals and PCBs is needed
- ✓ Surveyed the stream and developed cross-sections of sediments
- Confirmed early estimates that 10,000 cubic yards of sediment is impounded.

We have also discovered that nobody in MDEQ can give us a clear response to the question "what will we need to do to get a dam removal permit" because the issue of impounded sediment management and its disposition crosses the desks of so many regulators, each with different statutory responsibilities. As an example, if we proactively remove some sediment, and invest the additional \$1,000,000 or more to satisfy MDEQ's Water Bureau, we may have created a Part 201 "Facility" under the criteria of the Waste Management Division. This means that Dexter would have created a site of environmental contamination and inherited many of the legal consequences of that We are not the only project with this frustration—the MDNR itself is having similar issues with MDEQ on its proposed Dimondale Dam removal from the Grand River.

Another example—after a few months of trying to navigate MDEQ's regulatory maze, we met with a group of MDEQ representatives in early December in MDEQ's Jackson office to discuss our next steps. We set this meeting through MDEQ Jackson's "Multi-Media Coordinator". The MMC's role is to convene all needed parties in a discussion that affects more than one MDEQ Division, so that an applicant can learn everyone's concerns and address them At this meeting we were told that six sediment samples were needed for MDEQ to consider any permit application. Less than a week later, we were informed by a MDEQ employee not present at the December meeting that not only would we need to double the number of samples from six to twelve, but that before submitting a sediment sampling plan we needed to survey the stream and measure both the sediment's location and depth

I learned just this morning that after three previous submittals proposing sediment sampling locations that MDEQ would like it revised again! We will be submitting a revised plan shortly. Very soon thereafter, we anticipate having an approved plan such that Dexter and the HRWC can take samples and test them. At that time we plan to meet

with MDEQ to determine whether the test results will allow a controlled drawdown without an aggressive sediment management plan, or if we will need to treat the sediments as contaminated, affecting the project's budget by over \$1,000,000

At this juncture, it would be my advice to prepare for the worst case

Your next major decision, after the test results are determined will be whether or how to proceed with the project. If you do decide to proceed, your next step is to develop engineering drawings sufficient for an MDEQ Permit Application. If the sediment is to be treated as contaminated, we have devised a couple of concepts to reduce the cost of managing it. Regardless, a more rigorous field survey to locate sediment and quantify its volume will be needed to develop a removal plan. It could easily be Fall of 2006 before such a plan is developed, assuming no detours once started.

I welcome anyone's thoughts and comments on this update

James R Hegarty, P.E.

616-364-8491 x 112

ihegarty@preinnewhof.com



## Prein&Newhof

To: Dan Rockafellow

From: Jim Hegarty

Date: 3/21/2006

Re: Dexter Dam Removal Sediment Study

Dan, I have received and read your most recent e-mail regarding our proposed sediment sampling locations and the testing plan for the proposed Dexter Dam removal. We have addressed all of your concerns in the attached supplemental submittal.

- 1. We propose a total of 12 samples from the following locations:
  - XS-0 53 (dam) 2 cores; one top and bottom sample from each core
  - XS-Intermediate 1 one core; one top and bottom sample from each core
  - XS-Intermediate 2 one core; one top and bottom sample from each core
  - XS-0+70 one core; one top and bottom sample from each core
  - ✓ XS-0+81 one core; one top and bottom sample from each core

Each core will be driven to refusal, and the entire top and bottom halves of the sample will be split and homogenized, then tested per MDEQ requirements. The samples will be taken as close as is practical from the coordinates attached, and the GPS locations of each sample will be recorded. We understand it is your desire to sample in these areas where the sediment is of sufficient depth to take a representative sample from the top and the bottom sediments

Two maps are enclosed for your reference.

I would appreciate an expedited review and approval of this testing plan.

Thanks, Dan

James R Hegarty, PE

Etnail Address jhegarty@preinnewhof.com

Phone Number 616-364-8491

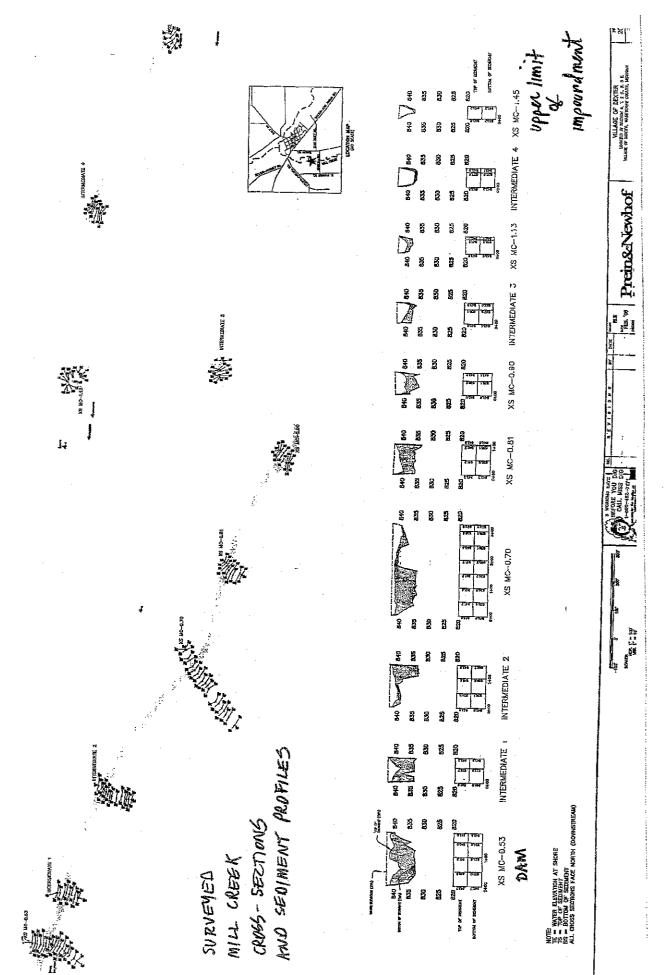
Enclosure

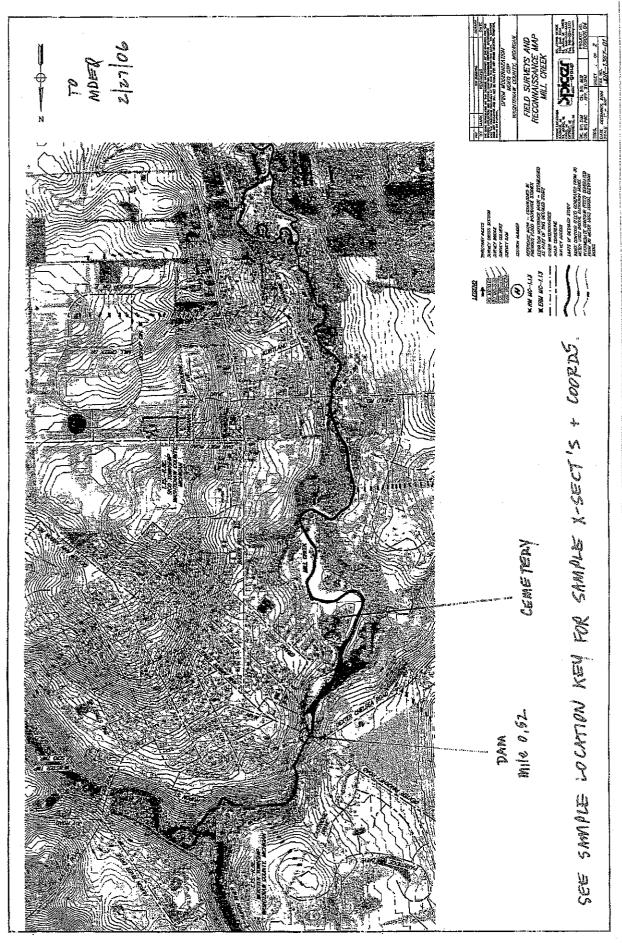
cc: Donna Dettling, Village of Dexter

Laura Rubin, Huron River Watershed Council

# DEKTER SAMPLINE COORDS.

NAME	NORTHING	EASTING	LATITUDE	LONGITUDE
XS MC-0.53 A	306024,6429	13252013.5103	42,33874074	-83.89070582
XS MC-0.53 A'	306022.6033	13251984.9890	42.33873559	-83.89081135
INTERMEDIATE 1	305835.9841	13251951.6376	42.33822401	-83.89093861
INTERMEDIATE 2	305480.4418	13251825.6811	42.33726527	-83.89142366
XS MC-0.70	305131,5045	13251470.5988	42.33612674	-83.89255236
XS MC-0.81	304688.6428	13251421.9293	42.33508383	-83.89292171





OCHANISTORY OF MDEQ Map Modeliasion/Ambinistory 10-1367-01, Grang 10-1367-01, Grango, FDF355, 11 x 17171 x 171

### John Hanifan

From:

Keough, Shawn [SKEOUGH@WadeTrim.com]

Sent:

Tuesday, April 18, 2006 4:00 PM

To: Cc: Jim.Seta@skf.com John Hanifan (E-mail)

Subject:

RE: Mill Creek/Dam Removal

Jim,

Thank you for the reply. I hope your travels find you well. Don't worry about the attachments, they are copies of stuff you have seen before (study plan) and a simple map Scott created to show the difference between his map and the "unprofessional" one that Jim Hegarty submitted for the sediment testing locations.

I am ok with this being an agenda item at the next meeting. I will get in touch with John to see who is available to attend.

Do you agree with me that Scott has raised some very good questions? It seems a little funny that Laura would ask Scott to be involved, when I thought Jim Hegarty would be involved? I did call Paul Cousins and alert him of my concerns before he read the email.

Have a safe trip back,

### Shawn

----Original Message----

From: Jim Seta@skf.com [mailto:Jim Seta@skf.com]

Sent: Tuesday, April 18, 2006 8:27 AM

To: Keough, Shawn; Jim Carson; twalters; Donna Fisher; jsemifer; Paul Cousins; John

Hanifan

Cc: Donna Dettling; Allison Bishop; sbell

Subject: Re: Mill Creek/Dam Removal

Thanks for the email. Unfortunately I am not able to open attachments right now since I am not in United States. If you are uncomfortable with how we are proceeding I suggest we ask Jim to attend our next council meeting so we can all understand the concerns. Jim was recommended by Paul Cousins based on other Dam removal projects. I would like to know what Paul Cousins thinks and rather than typing emails I believe it is more appropriate to discuss it in an open meeting. If you think Laura and Scott Bell should attend the meeting please invite them

Thanks for addressing your concerns and I look forward to a good discussion on Monday night.

Regards, Jim Seta

---- Original Message ----

From: SKEOUGH

Sent: 04/18/2006 08:09 AM

To: Jim Seta@skf.com; jcarson@aiserv.net; twalters@villageofdexter.org; d.fisher@dexter\_k12\_mi\_us; jsemifer@visteon.com; millpond89@comcast\_net;

jhanifan@villageofdexter\_org

Cc: ddettling@villageofdexter org; abishop@villageofdexter org; sbell@limno.com

Subject: FW: Mill Creek/Dam Removal

Good morning John,

As you know, I have been discussing the mill pond dam removal a lot over the past couple

of months with Scott Bell. Scott sent me the email below after receiving a voice mail from Laura Rubin at the HRWC. I spoke with Scott yesterday after receiving the email. In light of Scott's concerns, which I think are described very well, I would like to suggest that you contact Jim Hegarty and set up a meeting to further discuss his plan. I am willing to represent Council at this meeting and I think Scott Bell should attend because he is knowledgable in this area. I know that Donna Dettling has probably been doing most of the communicating with Jim Hegarty so far, but I think it would be good for you to get involved in this issue a little.

I agree with many of Scott's comments on this and am concerned that we may not have a solid plan of attack to get the answers we need to make good decisions about the dam removal. I am particularly concerned with the fact that HRWC wants someone else to oversee the sampling of the sediment. I do not think this is something that just anyone can do

And the physical work involved in getting the samples may be harder than "volunteers" are able to provide. I think an hour meeting with Jim Hegarty would be helpful and I am willing to make a full report back to Council.

If you think that this should be on the Council agenda as a discussion item for April 24th, rather than directly trying to set up a meeting this week or early next, then please consider this my request to place "Discussion of Mill Pond" sampling plan on the agenda for next Monday

I understand that Council may want to discuss this a little and am ok if that is the case

I am available by phone at 313.363.1434 if anyone has any questions.

Thank you for hearing my concerns,

Shawn

----Original Message----

From: Scott Bell [mailto:sbell@limno.com] Sent: Monday, April 17, 2006 10:01 AM

To: Keough, Shawn

Subject: RE: Mill Creek/Dam Removal

No problem, Shawn. Hope you had a relaxing weekend.

Just to give you a heads-up, I got a voice mail from Laura Rubin (Executive Director of the Huron River Watershed Council) on Friday asking me to help oversee the sediment investigation in the Mill Pond

She said that they think they can get labor, but they need someone "who has done this before and knows what they are doing". We've done a lot of sediment investigation, so she called me. I have a number of concerns about this situation.

First, where is Jim Hegarty? If he is the expert, why isn't he overseeing this investigation and advising the HRWC on how to do it right? After all the money he's charged the Village, now he's not involved? Is it that neither HRWC nor the Village considers him sufficiently expert to oversee and manage this aspect of the work? If that's the case, I would ask why he was allowed to draft the "study plan" and represent the Village in meetings with the State (which was a completely unnecessary waste of time and Village money in my opinion).

Second, Jim Hegarty's "study plan" (I am attaching what was sent to me by Laura Rubin) is embarrassingly unprofessional and woefully inadequate for this kind of work. It does not specify sampling methods in adequate detail, it says nothing about what the samples will be analyzed for, and it doesn't even have a decent map showing the proposed sample locations (I am attaching a map that we created Friday afternoon in a few minutes from the lat/long coordinates in the "study plan")

Shawn, I know that grabbing some mud samples may seem like no big deal, but by now everyone realizes that sediment management is the single biggest cost driver for this project. I would go further and suggest that it is also the single biggest risk factor, as far as the liability of the Village is concerned. With Barton Pond (and the City of Ann Arbor water supply) right downstream, we had better be sure that there is no contamination in those sediments before we start taking down that dam.

Otherwise they could end up in Ann Arbor's water intake and I don't think anyone wants

that to happen.

And if it's really no big deal to get these samples, why is HRWC calling me to supervise the project? I can't understand why the Village was willing to pay Prein & Newhof thousands of dollars to develop an inadequate plan and conduct unnecessary meetings with the MDEQ, but now that the time has come to get some hard data and some real answers, we are trying to do it for nothing.

The bottom line is that the question of whether those sediments are contaminated is, at this point, the single most important question in this whole matter and the Village should be willing to do it right

Donna told me that Prein & Newhof has billed the Village close to \$25K for their work over the past 6 plus months. I don't know how much the Village has paid them, but for a lot less than \$25K and in a lot less time than 6 months, we should have been able to do this sampling right and find out what's out there.

What's done is done, but I think the Village needs to make better-informed decisions from here forward

Sorry about the soapbox, but this mess has really bothered me. Thanks for listening and I'm looking forward to talking to you later. Please feel free to share this e-mail with other Village officials if you'd like.

Scott

----Original Message----

From: Keough, Shawn [mailto:SKEOUGH@WadeTrim.com]

Sent: Monday, April 17, 2006 7:40 AM

To: Scott Bell

Subject: RE: Mill Creek/Dam Removal

Scott - I left the office on Thursday and forgot to drop off the copy of stuff I have for you Chrissy's parents and sister were here all weekend, so I didn't have a chance to run it over. I will bring it over after work today.

Hope you had a great easter weekend.

Shawn

----Original Message----

From: Scott Bell [mailto:sbell@limno.com]

Sent: Friday, April 14, 2006 5:06 PM

To: Keough, Shawn

Subject: RE: Mill Creek/Dam Removal

Shawn -

Do you still want to talk this weekend? I would like to discuss the dam project with you I'll be around all weekend. Maybe we could go up to Foggy Bottom for a coffee.

Scott

----Original Message----

From: Keough, Shawn [mailto:SKEOUGH@WadeTrim com]

Sent: Thursday, April 13, 2006 11:23 AM

To: Scott Bell

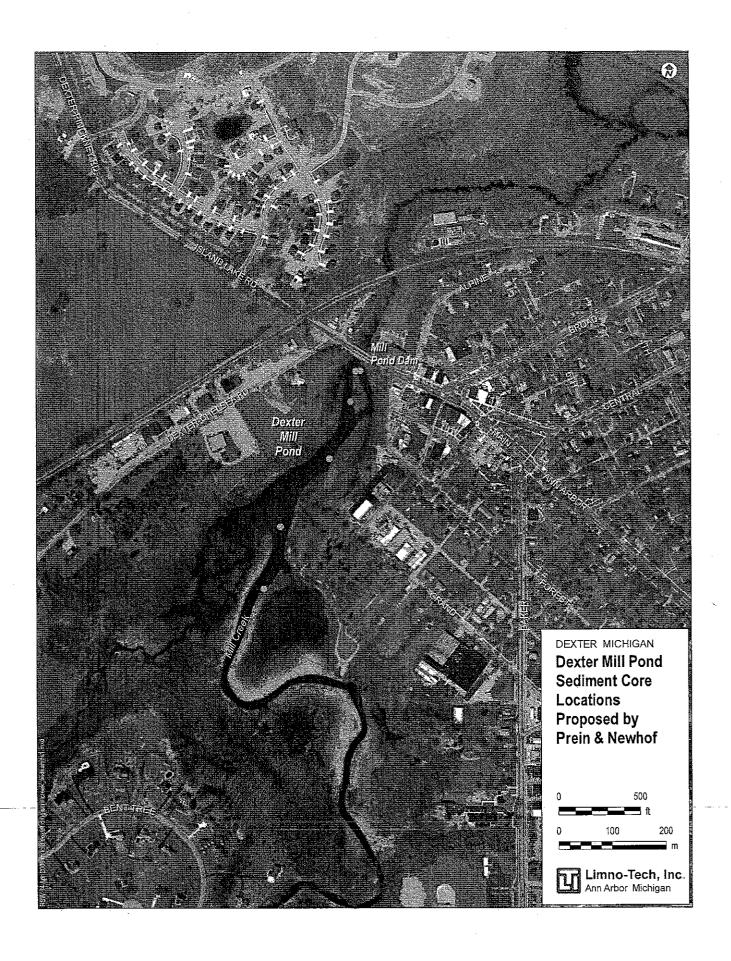
Subject: Mill Creek/Dam Removal

Good morning Scott,

I have a little more info that I would like to share with you related to the Dam removal/village park potential for Mill Creek. I will make copies and drop them off this weekend. It appears we don't really know yet if we have any riparian rights or not.

Talk to you soon,

Shawn



15E101 4-24-06

## (DEXTER) MAIN STREET BRIDGE ROAD IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2006 by and between the Village of Dexter (the "Village") and the Board of Washtenaw County Road Commissioners (the "Road Commission")

WHEREAS, due to the deteriorated condition of the existing bridge on Main Street over Mill Creek, the Road Commission has concluded that the (Dexter) Main Street Bridge should be reconstructed; and

WHEREAS, in order to accommodate the current traffic volume yet being sensitive to the desires of the Village, the Road Commission has determined that the bridge should be a three-lane concrete bridge with pedestrian walkways with improved road approaches and removal of the dam structure currently connected to the existing bridge (the "Project"); and

WHEREAS, the project limits include approximately 1815 feet of road frontage along both sides of Main Street/Dexter-Pinckney Road and Dexter-Chelsea Road with 545 feet of this road frontage being controlled by Village of Dexter (approximately 30 percent) and 1270 feet of road frontage being controlled by Scio Township (approximately 70 percent); and

WHEREAS, the Road Commission has programmed the Project to be constructed in fiscal year 2008; and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended,

THEREFORE, BE IT AGREED that the Road Commission will design and construct the Project, acquire all necessary right-of-way, acquire all easements and grading permits and provide the construction engineering services for a total estimated project cost of \$3,200,000

BE IT FURTHER AGREED that, the Road Commission will program approximately \$2,470,000 in Local Bridge Program monies funding through the Michigan Department of Transportation (MDOT)

BE IT FURTHER AGREED that the Road Commission and the Village will share the local costs associated with preliminary engineering, right-of-way acquisition staff time, non-participating and local construction funds for the bridge, dam structure removal and road approach items, and construction engineering based on the percentage of road frontage within the Village and Scio Township, which equals a 30 percent share for the Village and a 70 percent share for the Road Commission This will include a ten year look back provision to account for property frontage changes over that period It is understood that as this look back clause is implemented, the ultimate limit of future exposure for the Village shall not exceed 50 percent of the local contents.

\$400,000

BE IT FURIHER AGREED that the Village and the Road Commission shall be responsible for the costs associated with the acquisition of right of way within their respective jurisdictions

BE IT FURTHER AGREED that the Village shall be solely responsible for any cost associated with sediment removal and approvals necessary to reclaim the pond for recreational use

BE IT FURTHER AGREED that the Village shall remit payment based on quarterly invoices for its estimated local share of the Project and the balance upon finalization of the Project.

BE IT FURTHER AGREED that the Road Commission and the Village agree that the Project will be constructed as much as possible in such a way as to facilitate a second phase, which would provide a new railroad viaduct, the dedication of the existing viaduct to non-motorized travel, and the realignment of the intersection of Dexter-Pinckney Road and Island Lake Road, as well as the improvement of the intersection of Dexter-Chelsea Road and Dexter-Pinckney Road (Main Street)

BE IT FURTHER AGREED that this agreement does not create a precedent and all future joint projects between the Village and the Road Commission will be negotiated on a case by case basis

### AGREEMENT SUMMARY

### Estimated Project Cost:

-		-	
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1	Bridge Structure	\$ 1,800,000
2	Dam Structure Removal w/o Sediment Removal	400,000
3.	Roadway Approaches	400,000
4	Design and Construction Management	550,000
5	Right-of-Way	50,000

Total \$3,200,000

Total Estimated Project Costs		\$ 3,200,000	
Estimated Project Funding: Road Commission			
Local Bridge Funding (MDOI) (95% of 1, MTF (70% of 4,5 and 5% of 1,2,3)	(2,3) Total	\$ 2,470,000 <u>511,000</u> \$ 2,981,000	
Village of (Dexter) Village General Funds (30% of 4,5 and 5%		. , , - , - , -	
of 1,2,3)		\$ <u>219,000</u>	
	Total	\$ 219,000	
Total Estimate Project Funding		\$ 3,200,000	
FOR VILLAGE OF (DEXTER):			
???			_ Witness
???			Witness
FOR WASHTENAW COUNTY ROAD COMMISS	SION:		
David Rutledge, Chair			Witness
Steven M Puuri, Managing Director	<del></del>		Witness

# **DEXTER-MAIN STREET BRIDGE PROJECT**

# **PRELIMINARY**

### PROPOSED PROJECT TIMELINE

Negotiate Village/Road Commission Agreement

Select and Hire Engineering Consultant

Preliminary Engineering

ROW Acquisition

Advertise and Bid Project

Construction

2/17/2006

### PERIOD

10/05-3/06

3/06 - 6/06

06/06 - 09/07

06/07 - 10/07

11/07 - 1/08

03/08 - 12/08